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The Solicitors' Journal.

LONDON, FEBRUARY 13, 1869.

THE GENERAL ORDERS for regulating the practice and procedure of the Admiralty Jurisdiction of the County Courts have just been issued. It will be remembered that a limited Admiralty jurisdiction was conferred on county courts by an Act of last session, 31 & 32 Vict. c. 71. This statute empowered the Queen in Council to appoint that any county court should have Admiralty jurisdiction, and to assign a district to such county court within which the jurisdiction might be exercised. The district so assigned may consist of any part or parts of any one or more district or districts of county courts. Admiralty jurisdiction is given—(1) In salvage claims, where the value of the property saved does not exceed £1,000, or the amount claimed £300; (2) in claims for towage, necessities, or wages, where the amount claimed does not exceed £150; (3) claims for damage to cargo or for damage by collision, where the amount claimed does not exceed £300; (4) in any of the before-mentioned cases, without respect to the amount of the claim, by written consent of the parties. The Act directs that General Orders shall be made by the Lord Chancellor, with the advice of the Judge of the High Court of Admiralty, for regulating the practice of the Courts.

Two Orders have been issued under this Act by the Privy Council—on the 9th December and 14th January last respectively, by which Admiralty jurisdiction and Admiralty districts are given to certain county courts. The General Orders just published regulate the Admiralty practice in these courts. These Orders do not give complete directions for the whole of the Admiralty practice, but they provide that the "rules, orders, practice, and forms in actions in the county courts" are, subject to these Orders, to be adopted with reference to Admiralty suits, so far as applicable. A considerable portion of Admiralty practice will, therefore, be regulated by the Rules and Orders which came into force on the 1st of January, 1868.

The more important of the Admiralty rules just published are as follows:—The Court may, by permission of the judge, sit anywhere within the district. Suits are to be commenced by filing a praecipe, stating the name, address, and description of the plaintiff, and an address within three miles of the court-house, for the service of documents, &c. On the filing of the praecipe the registrar is to issue a summons, which must be served as required by rule 9. An appearance is to be entered by filing a praecipe similar to that filed on the institution of the suit. Vessels or property may be arrested on a sufficient statement of facts upon affidavit, in the form required by the Orders, which are somewhat minute upon this point. At the request of either party the evidence of witnesses may be taken down in shorthand. The rules then regulate the practice in the registration and enforcement of decrees, transfers of suits, consents, executions, transfers of sales, tenders, and some other matters. The payment of the assessors, whose appointment is required by the statute, is provided for, and there are rules governing the taxation of costs. The

General Orders conclude with an appendix of forms and schedules of fees and costs.

These rules have been drawn up, as required by the Act, by the Lord Chancellor and the Judge of the High Court of Admiralty, and not by the county court judges who drew up the other county court rules. The consequence is, that these rules establish a difference between the admiralty and the common law and equity procedure that is wholly unnecessary, and which can hardly fail to cause inconvenience. For instance, a suit is commenced on the common law side, and, with some exceptions, on the equity side of a county court, by plaint and summons. Admiralty proceedings are to be commenced by filing a praecipe and issuing a summons different in form from the summons hitherto used. The manner in which an Admiralty summons is to be served is prescribed by these Admiralty rules, and is different from that required by the rules regulating the service of summonses in other cases. So also a formal appearance must be entered by the defendant in Admiralty proceedings as in an action or suit in a superior court of law or court of equity, a formality not hitherto required in county courts. Even in the provisions relating to the form of affidavits no care has been taken that affidavits in Admiralty shall be in the same form as those used in equity proceedings. The wording of the rules is quite different in the two sets of orders.

These may seem trivial matters in themselves, but they necessarily tend to increase the difficulty, or, in other words, the expense of county court proceedings. It is difficult to conceive any valid reason for commencing proceedings sometimes in one form, sometimes in another, as the claim may happen to be under one statute or another. Still more absurd and reprehensible is the carelessness which allows a difference to exist between Admiralty and other practice in the manner of serving a summons, or in the form in which affidavits are drawn.

WHETHER THE ARGUMENTS of the judges in their celebrated protest against the Election Petitions Bill will prove to have been entirely without foundation does not yet appear quite certain. It is true that the working of the new system has been on the whole so satisfactory that the advantages may be taken clearly to outbalance the defects, but yet the possible defects ought not to be quite lost sight of, especially when it is remembered that to keep the possibility of them in view may of itself do much to prevent their occurrence. The gist of the judges' objection was that their position and usefulness generally would be diminished by the criticism to which party feeling would subject them, when they came to decide matters on which feeling ran so high. It is for the public, but more especially for the press, by the tone and manner of their criticism, to prove that this objection is not well founded. For the first week or two that the judges were engaged in their new work the comments of the press were almost universally laudatory, and therefore scarcely could be called criticism; but where they were not so, the tone of the remarks made was such that no one could say the respect felt for the judges could be lessened by them. Late, however, this has not been quite the case. The Bradford cases, involving as they had done the possible suspension for seven years from parliamentary life of a prominent member of the Government, were probably of too exciting a nature for the party newspapers to preserve the same tone with reference to them. Immediately upon the petition against Mr. Forster being dismissed, the Liberal press broke out into such rapturous applause as to show clearly the anxiety under which they had been labouring for a day or two previously. From the time that the somewhat hasty remarks of Baron Martin, early in Mr. Ripley's case, were reported, it was generally known that the case against Mr. Forster must, according to the views the judge then expressed,

at all events come very near being proved, and doubtless the exultation upon its failure was too great to be repressed. One newspaper went so far as to insinuate that the decision was probably due in great measure to Mr. Forster being a member of the Liberal Government, and that therefore the judge's conduct was the more to be applauded. Applause, however, even when in such bad taste as this, would not of itself do much harm. The mischief is, as Mr. Justice Willes pointed out at Windsor, with reference to applause in court, that if those who approve applaud, then those who disapprove must hiss. Accordingly the hissing soon began. On Tuesday the *Standard* hissed slightly at Baron Martin's decisions, but more especially at that at Warrington. On Wednesday it hissed loudly with reference to those at Bradford. The purport of the latter article was shortly this—As we can't suppose the judge a knave, we must believe him a fool. This meaning was of course wrapped in more words and supported by more or less pertinent criticisms on the judgments, but the result, if a little more politely, was not less forcibly, expressed than in our abbreviation of it. The more profuse in such a case the protestation against being supposed to impute partiality, the greater really is the sting of the remarks, for it shows how difficult the writer wishes it supposed to be to account for the result in any other way. Now, if we are to have a repetition of such articles, still more if they fairly represent the opinion of any considerable portion of the public, who can say that the protest of the judges may not prove well founded after all? That such a result may be avoided, we venture to suggest that the friends of those who escape, as the phrase is, by the skin of their teeth, refrain from too triumphantly proclaiming the purity of their party, lest by provoking their opponents they in the end bring discredit upon the tribunal which has absolved them, and upon the victory they have gained.

We pass on now to review the recent decisions so far as they tend to elucidate election law. The Wallingford petition brought out little that was new; it is, however, perhaps, worth remarking that Mr. Justice Blackburn stated his opinion as to "corrupt" treating in accordance with the view we advocated last week, that is that treating on the part of an agent for the purpose of gaining popularity for the cause, or even to remove the imputation of being less liberal than the opposite party, would be corrupt without any further proof of an evil mind or intention, and without any object of gaining the votes of any particular persons. The result of the Warrington petition will probably be instructive to the professional agents of candidates. It appears to us clearly part of their business to see that there is no such general ignorance on the part of their candidate's supporters as to what makes a legal tender of a vote as there appears to have been at Warrington. The check clerks also, who though they are appointed by the returning officer are of course each in the interest of a particular candidate, should be instructed in their duties. They seem at Warrington to have been as much in fault as the poll-clerk. Of course the candidates' agents cannot directly interfere with the poll-clerk, but they can make representations to the returning officer, in time to be of use instead of waiting till it was too late as at Warrington. We are not aware exactly what agents the defeated candidate at Warrington had, but if he had a sufficient number of competent professional advisers who did their duty it is very difficult to understand how the result can have happened. As regards the judge's decision, it appears to have been inevitable when the facts were ascertained, for it is clearly laid down in all the text-books that the voter must give his vote orally to the poll clerk, and that it is his business to see that he makes himself intelligible.

At Westbury, the member elected has been unseated on the ground of undue influence being used by an agent; this being we believe the first instance since the passing of the Corrupt Practices Act, 1854, when that has hap-

pened. The circumstances of the case were somewhat peculiar, private feeling rather than political appearing to be the principal motive on the part of the agent. Still the decision will be useful, as showing that where candidates request employers or landlords to use their influence to procure them the votes of their workmen or tenants, the candidates will be responsible for the manner in which that influence is exercised; and further, that, although a master has a right to dismiss his workpeople without any reason, subject, of course, to the terms of the contract between them, yet to use, or threaten to use, that right in order to procure votes is "to inflict or threaten the infliction of an injury, damage, harm, or loss" within the meaning of the statute. At Cheltenham considerable violence appears not only to have been used, but to have been actually hired and paid for; but there it was directed against the candidate and his canvassers and agents rather than against the voters, and it certainly appears that this is, curiously enough, not within the statute, which is only directed against intimidating voters. The further case put forward at Cheltenham as to the payment of rates for voters by agents of the member, certainly appears to have broken down, but it is somewhat curious, it being clear that somebody paid them, if it is really impossible to prove who did. It was thought that the new tribunal would always succeed in clearing up such matters as this.

The Dublin case has added little or nothing to our knowledge of election law. It has merely shown that bribery of the old fashioned sort, by hands without visible owners, and the like, has not yet become obsolete.

In Scotland, the trial of the first case (Greenock) has been commenced, the petitioner, Mr. Christie, being bold enough to conduct his own case, with what success has yet to be seen.

THE SUBJECT OF CRIMINAL LUNACY very naturally possesses great interest for medical men, and we can well understand their holding independent views of their own on the matter. Yet it does appear surprising that none of those who make public their opinions, and they are not a few, appear the least capable of comprehending the legal aspect of the question. They are never tired of exposing with what, from their point of view, are unanswerable arguments, the defects in what they call the legal definition of insanity founded on the knowledge of right and wrong; and yet they never appear to perceive that it is not a definition of insanity as they understand the word at all, and that lawyers utterly repudiate the proposition that is the foundation of their whole argument—viz., that no insane person ought to be punished.

The law does not say that every person who knows right from wrong is free from mental disease, but it does say that when such a person does the wrong it is expedient to punish him, whether he has mental disease or not. That view is an eminently practical one, which, we will venture to say, commands the approbation of the vast majority of mankind, and of almost all who have taken the trouble to reflect upon the considerations which justify the infliction of punishment at all. It is not for human judges accurately to weigh the amount of moral guilt involved in each offence and to apportion the punishment accordingly. If they were to endeavour to do so, the primary object of punishment, and the only thing which justifies its infliction—viz., in the prevention of crime—would be lost sight of. To take a simple instance, the more prevalent a particular crime at any particular time, the less is the moral guilt of each offender, owing to the effect of the example of others, yet obviously practical considerations require that the punishment inflicted should then be heavier rather than lighter than it is at other times.

So it is with regard to insanity. The rule of law must remain as it is, until some one suggests what is as likely to prevent the recurrence of offences as the

punishment of those who, when they commit them, understand that the act will subject them to punishment. In an article in the *Lancet* of February 6th which has suggested these remarks, we read that if the just and inhumane *dictum* were stringently carried out, nine out of ten lunatics in asylums would have to be hanged in the event of their committing murder. Believing as we do thoroughly what the writer tells us in the preceding sentence, that the practicability and success of the modern humane treatment of the insane are based upon the existence of a knowledge of right and wrong in most of them, we are entitled to assume that it is in some degree owing to their knowledge of the hanging thus provided for them by the law that these unfortunates have not yet committed murder.

ABOUT FOUR YEARS AGO, as we learn from a paragraph in the *Times*, a man named Harris was convicted of cutting out the tongue of a neighbour's horse by night. The evidence was solely that of footmarks. The sentence was eighteen months' imprisonment, which told so on the prisoner that he died. Since then his innocence has, it is said, been completely established.

Of all evidence habitually adduced before magistrates, at quarter sessions, and at assizes, there is scarcely any so common as that of footmarks, and certainly none so worthless. "I found footmarks,—I compared them with the prisoner's boot;—They corresponded exactly." If the tracks *do* exactly fit the boots, they are the strongest evidence that the boots, with probably the prisoner in them, assisted at whatever was done when the tracks were made. Unless the tracks fit *exactly*, they are no evidence at all. Now the value of the above statement, as usually received in evidence from the mouth of a rural policeman, or other witness, will be more correctly appreciated if you consider the process which would be requisite in order to determine that the tracks do fit exactly. A mere eye comparison of the shape of the sole with the edge of the track is clearly not enough, because scores of men may wear their boots into very much the same shapes, especially if made by the same maker. Nor is it enough to count the hob nails, because a country cobbler will very likely have a set pattern and a set number of nails for all boots of a certain size. The orthodox plan, when the print is yet plastic, in wet clay or garden mould for instance, is, we believe, to press the boot down into the print, and then stand aside and see if the fit looks all right. It is true that the sole is the crucial test, and that while the boot stands in the print no one can see the sole; but the plan has this advantage, that the firm pressure in the soft soil produces in the old print a new one, which, *ex necessitate*, must correspond exactly with the boot. In many cases a very accurate admeasurement with compasses would be necessary to test the correspondence of the two, and in many other cases, from the imperfection of the print, the test is impracticable. The prisoner's advocate ought always to examine the witness minutely as to the process by which he satisfied himself that the boot corresponded with the track. A few months ago a case occurred in which a prisoner, being charged before a clerical magistrate, on the evidence of a constable who deposed in the usual form that the prisoner's boot fitted the footmark to a nicety, the worthy clergyman took the boot in his own hands and personally compared it with the marks. The first thing he did was to look at the nail-marks, when to his surprise he found that neither in number nor pattern did they correspond with the nails in the boot. The prisoner, of course, was acquitted; but, unless the magistrate had made this discovery, he would, in all probability have been committed on this blundering evidence.

THE RIGHT HONOURABLE SIR W. BOVILL, Lord Chief Justice of the Common Pleas, has kindly consented to preside at the thirty-seventh anniversary dinner of the United Law Clerks' Society.

DELAY IN REPUDIATING SHARES.

NO. II.

In a former article we considered, as shortly as we were able, what delay in repudiating shares will entitle the creditors of the company to require that the party shall be liable to them, whatever may be his case as between him and the company. As a convenient way of regarding the subject, we put the question in this form—"Under what circumstances can the creditors say to him, 'since the winding-up your case is not open on the merits, but you must pay us first.'" In disposing of this topic we saw that there was a considerable difference according to the nature of the claim to rescission—*i.e.*, whether the contention be—(1) "I admit that I agreed to take shares in the company, but I say that my agreement was procured by fraud (misrepresentation); or (2) "I admit that I agreed to take shares in a company, but it was a different company to that in which I have been registered" (variation); or (3) "I deny that I have agreed to take shares in any company at all" (*e.g.*, when the allotment was made too late, or accompanied by an unaccepted condition). We have now to consider the effect of delay merely as between the claimant of rescission and the company, or, pursuing our old plan, delay as part of the merits of the case.

As to the last of these classes there is nothing farther to be said on the score of delay. The party ought to send the company prompt notice that he will treat the allotment as no allotment, and in the nature of the case the slightest act of ownership will be acquiescence.

As to the misrepresentation cases, it would be impossible to lay down any sharply-defined and stringent rule as to the *quantum* of delay which will vitiate the claim. Cases have been reported, with decisions either way, but there is as little use in citing them as in citing many of the decisions turning on the construction of eccentric wills. Lord Romilly once remarked, when numerous citations were made in a case of the latter class:—"It is of no use to cite before me the constructions the Courts have put on previous nonsense, in order to bind my construction of the nonsense in this case, unless, indeed, you could show me a decision on the very self-same words." Similarly questions of delay must depend each on their own circumstances.

Moreover the subject is precisely one of those on which the Court, even if a strict line were possible, would be very chary of marking it, justly preferring to reserve to itself an unfettered discretion. One principle, indeed, and a very wholesome one, has been laid down unmistakably, and that is, that the Courts will not countenance any shilly-shallying or playing fast and loose in the matter. Repudiation must not lag far behind discovery. If suspicions have been aroused the Court expects that the party should forthwith take the trouble of satisfying his mind one way or the other. It will not hear of his shutting his eyes and afterwards urging that he had not seen anything until, &c., &c. happened (See Lord Cairns in *Ogilvie v. Currie*, 16 W. R. 769). Doubtless many persons would like to hold on to their shares as long as possible, so as to take the benefit of every chance of the concern turning out well, and repudiate if it became hopeless. This, however, is precisely what the Court very sternly sets it face against.

If the person in whose name the shares are registered holds on to them after he has discovered that his subscription was procured by fraud, or after his suspicions that this was so had been aroused, his conduct has amounted to acquiescence. But it is said, and reasonably that there can be no acquiescence until there has been knowledge, or, at least, reasonable ground for inquiry. In *Stewart's case*, L. R. 1 Ch. App. 574, Lord Justice Turner said:—"Acquiescence is founded on knowledge, and a man cannot be said to have acquiesced in a transaction if he is not proved to have had knowledge of it." In this view the exercise of acts of ownership over the shares is immaterial, and does not

impair the claim to rescind on discovering the fraud, for such acts are the merely natural result of the success which attended the deception. It seems, however, to be generally thought that the reception of a dividend will prevent the shareholder from repudiating the shares for fraud discovered subsequently. This has not been definitely decided, though Lord Justice Turner, in *Stewart's case* (*ubi sup.*), and Vice-Chancellor Wood, in the same case, hinted that a dividend "might" estop him. Vice-Chancellor Malins, in *Spartali's case*, 17 L. T. N. S. 193, refused to remove one who had received a dividend. The truth is that there is no magic in a dividend, to bind, any more than in the payment of a call. Received after discovery, it would necessarily show acquiescence, but not otherwise. The only ground on which the reception of a dividend before knowledge could be held to estop the claim would be, not acquiescence at all, but the altered position of the matter. "If he has done acts to embarrass the company and to affect his fellow-shareholders or others who do not stand in the position of directors," said Vice-Chancellor Wood, in *Stewart's case*, "he is bound." That is on account of the well-known rule of equity not to rescind a contract unless there can be a *restitutio in integrum*. But a dividend received is hardly such an act; its effect is at once annulled by its return, and it is merely the converse of a call paid. Similarly, a man may, before discovery, attempt, unsuccessfully, to sell his shares, and will not be thereby precluded from repudiating as soon as he finds out the fraud. This was expressly held in *Stewart's case*. But if there be any previous reason for suspecting that he had already smelt the rat and was trying to win on both events, the attempt at a sale would be strong corroborative evidence, as it was, in fact, treated in *Briggs' case*, L. R. 1 Eq. 483. It is decidedly a circumstance calculated to arouse the suspicion of the Court.

In the simple case of an agreement between two individuals, there is much less likelihood of complications arising with the lapse of time to render a rescission difficult. In *Rawlins v. Wickham*, 7 W. R. 145, 3 D. G. & J. 304, Rawlins, in consequence of the representations made by Wickham and Bailey, joined them in a banking partnership. Discovering four years afterwards that the condition of the business had been grossly mis-stated to him, he filed a bill to have the partnership set aside and to be indemnified out of the assets. He got his relief, Lord Justice Knight-Bruce affirming Vice-Chancellor Stuart's observation that his rights were "the same as if they were in the first hour after the partnership was formed." With joint-stock companies the case is obviously different, and it can hardly be imagined that after four years on the register of a joint-stock company a member who then, without any previous laches, discovered a fraud in the representations which induced him to join, would be allowed to repudiate. (We are setting aside, of course, the supposition of any influence of laches, or of knowledge arising from such a lapse of time.) There would be no acquiescence, but the Court would probably refuse to disturb what had existed so long. In practice such a case is not very likely to arise, as companies founded in fraud do not usually endure very long.

So far we have been speaking of the simple misrepresentation cases. It is hardly necessary to add that when notice of repudiation has been given to the company it must be followed up promptly. In *Tait's case*, 15 W. R. 894, the member gave notice of repudiation, and was answered that the company would oppose; a month's further delay on his part was held to bind him. But when the subsequent delay was attributable to a negotiation with the company for his removal by the directors, the Court did not consider that a delay binding on the members: *Neill's case*, *ib.* These were cases of variation; but the principle applies to the misrepresentation cases.

In the variation cases the main question, assuming

that the party has had no actual knowledge of the contents of the varying memorandum or articles, will always be—whether he ought not to be treated as having knowledge, on the ground that there were circumstances to put him on inquiry, or that for some other reason it was his duty to look at the articles. *Prima facie* there is obviously nothing hard in expecting that whoever takes shares should take the trouble to examine the objects and constitution of the company, as defined in the memorandum or articles, but when the prospectus has already told him in express words that the objects of the company are so and so and no other, it has been considered that with this express assurance he might not unreasonably forego further inquiry. So in *Stewart's case* (*ubi sup.*) where, six days after Stewart applied for shares on the faith of the prospectus, a varying memorandum was registered, Vice-Chancellor Wood and the Lords Justices held that he was not bound to examine it. Some five months after his allotment the Stock Exchange refused the company a settling-day, on the ground of a small variation as to the company's borrowing powers—a point wholly distinct from the variation on which Stewart afterwards relied, and Stewart himself attended a meeting called in order to rescind the memorandum on that point. This also was held not to give him notice of the general contents of the articles, and Vice-Chancellor Wood considered that the bringing forward of this small point only, was rather calculated to put him off any further inquiry. But in *Hington's case*, 15 W. R. 896, a case arising out of the same company, where Hington, on hearing that the settling-day had been refused, wrote to the secretary of the company, and was answered that the highest legal opinion had been taken, to the effect that there was no material variation, the same Vice-Chancellor held that the knowledge of such an opinion being taken ought to have made him inquire further, and he was consequently held to have constructive notice of the contents of the memorandum, and bound accordingly. It was held, also, in *Whitehead's case*, 15 W. R. 896, that a man cannot waive one ground of variation and, a while after, assert another. He must, when he first gives notice, be taken to know all.

In *Briggs' case* (*ubi sup.*) the memorandum was in existence when Briggs applied for shares, and the prospectus stated where it was to be seen. The Master of the Rolls held that this gave him notice of its contents, so far as they might go only somewhat beyond the objects named in the prospectus, but not so far as they might be contradictory. In *Webster's case*, L. R. 2 Eq. 741, Webster received share certificates purporting to be "subject to the articles and memorandum of association." Held, that this did not give him notice. In an unreported case of the *Poultry Consumers Company*, Vice-Chancellor Wood removed a shareholder who had been a year on the register, saying that there had been nothing to put him on enquiry, and under those circumstances the time was immaterial. All these cases show that the Court would not consider it the party's duty to inspect the articles or memorandum, unless there were some particular circumstances to put him on enquiry.

These cases were all decided in 1866. Since then it seems that the judges have changed their views on this matter, and arrived at the conclusion that it is to be expected of every person who takes shares, that he will quickly inspect the articles or memorandum, and that if he neglects to do so, he must be treated as having notice of all their contents.

In *Lawrence and Kincaid's cases*, L. R. 2 Ch. App. 412, 426, 15 W. R. 671, the memorandum was not registered when these gentlemen applied for shares. Lord Cairns, L. J., said the applicant "must be taken to have known either that this memorandum was prepared and accessible at the time of his application, or that it must be prepared forthwith; and that in either case both it and the articles must, in their very nature, be documents differing widely in form from, and, in all measures of detail at least, going beyond, the prospectus; and with regard to

documents of this description, on the mode of framing which consistently with the prospectus much difference of opinion might well arise, it would be contrary to the true principles of justice to hold that Mr. Lawrence was at liberty to remain wholly passive, content to trust to what was stated in the prospectus, and, while he knew that an authority to register his name and hold him out as a shareholder had been given and probably acted upon, keeping himself in a position to satisfy all that had been done if the company turned out prosperous, but for the first time to inquire, and, if possible, repudiate should a financial panic come, or the speculation turn out unsuccessful. He thought that after the registration of the memorandum a reasonable time was allowable for examination and objection; what would be a "reasonable time" might in some degree vary in different cases, but would always be measured with reference to the thing to be done (i.e., we suppose, the first declared object of the company). These observations, however, do not necessarily differ from the principle laid down by Lord Romilly, *supra*, in *Briggs' case*. Lord Justice Turner concurred in the result, but "desired to be understood as giving no opinion how the matter would have stood if there had been no delay after actual knowledge of the facts."

In *Wilkinson's case*, 15 W. R. 33, L. R. 2 Ch. App. 335, Turner, L.J., said that the fact of the party having paid calls threw on him the *onus* of proving that he did not know of the variance, and it was not enough that he said he had not seen the articles. Lord Cairns thought that "where a man agrees to take shares and to be bound by the memorandum and articles, he must be affected with notice of their contents, unless, at all events, within a reasonable time during which he can acquire knowledge of the contents he repudiates the shares."

In *Peel's case*, 15 W. R. 1100, L. R. 2 Ch. App. 674, Lord Cairns repeated what he had said in *Lawrence's case*, and said that if the memorandum and articles were in existence when the party applied for shares, and if he agreed to take on the footing of them, he ought to be held bound to look before he applied. Where they were not in existence when the application was made, he ought to look, at latest, when he received the allotment.

These cases were in 1867. In November, 1868, on the appeal in *Ship's case*, 17 W. R. 34, mentioned *supra*, 352, the following *obiter dicta* were uttered:—Lord Cairns said—"did not agree to the doctrine that Mr. Ship had a right to rely on the prospectus, and assume without investigation that it had been correctly followed by the memorandum." Lord Chelmsford—"A shareholder must be considered to be fully informed of the powers given to directors by the deed of association, to which he is either actively or constructively a party,"—and his Lordship intimated his opinion that Mr. Ship, having received a letter of allotment on which it was stated that the memorandum had been registered, was guilty of negligence in waiting six months before he examined the memorandum. And in the *Oscend & Gurney case*, Lord Chelmsford had previously intimated his opinion "that it is the bounden duty of a person to ascertain at the earliest practical moment, what is the charter or title deed under which the company in which he has agreed to become a shareholder is carrying on business."

These later cases point to an inclination on the part of the Courts to hold that, as far as variation is concerned, the person applying for shares must examine the memorandum or articles very promptly after they have come into existence, or he will be bound by their contents. Such a rule is certainly reasonable, for although he may be put off inquiry by the prospectus, still he knows that there must be a memorandum or articles, and that he is registered as in effect a party to them. The more lenient view originally taken is probably attributable to the weight given to the analogy of the simpler cases of partnership; an analogy which has not unfrequently to be thrown overboard, as the more complicated considerations of joint-stock partnerships develop themselves.

LEGAL EDUCATION.

NO. IV.

What the Inns of Court were intended to be, and what they were in their best days, we have sufficiently shown. We have also pointed out in general terms the need which exists for a thorough system of legal education. It only remains to consider what the Inns at present really are, and how the resources at their disposal may be best applied to attain the desired end. The four Inns of Court at present possess property in the form of chambers, houses, and other permanent sources of income, which in the year 1854 (the last as to which any information is obtainable) produced a gross revenue of £37,000. In the same year they received in contributions from their members a sum of £30,000. Their total gross income was something over £57,000. Of this sum the Inner Temple received £21,168; the Middle Temple, £10,192; Lincoln's Inn, £18,243; and Gray's Inn, £8,343. In the same year, in which the gross income of the four inns amounted to this sum of £57,000, their united contributions to the Council of Legal Education—that is to say, the whole of the expenditure directly upon education—appears to have been rather under £2,000. About £3,000 more was spent upon the libraries; but beyond these sums not a farthing was spent upon any purpose directly or indirectly connected with the study of law. Nor has any substantial change taken place since the time of which we have spoken. The contribution of each Inn to the Council of Legal Education has, we believe, slightly increased, and a few additional prizes to students are given; but though this is, of course, well as far as it goes, that is a very short way. The libraries, too, are still kept up; but they are kept up in a very defective condition. That of the Inner Temple, for instance, the richest of the Inns, is miserably deficient in the very departments in which a public law library ought to be most thoroughly furnished, that is to say, the various foreign systems of law differing from but connected with our own, which every real student of law must constantly refer to, but the literature of which few can afford to buy. Thus, in American law the library is wretchedly furnished. In the department of the civil law it is no better. To take a single example, so ordinary a book as *Mascardus de Probationibus*, the most commonly cited of all the civil law treatises on evidence, may be looked for in the catalogue in vain. The French law is treated with tolerable respect. But as to the modern German writers, their existence is simply ignored. And accordingly the works of Mittermaier and Gneist, for example, are not in the library.

Such being the expenditure of the Inns upon purposes in any way connected with learning, to what ends have their large resources, and their complete organization been devoted? This is a question to which no satisfactory answer can be given. The true answer, we believe, would be—these resources are devoted to no real purpose, they are simply frittered away for want of any purpose in their management. Two facts are enough in themselves to show this:—First, that out of a gross income of more than £57,000 they can find only the sum we have mentioned for the promotion of learning; secondly, that the Inner Temple, with its rental of £15,000, and the Middle Temple with a rental of £8,000, have the same amount to devote to education; while Gray's Inn, with a rental of £3,000, contributes only a few pounds less. But it may be instructive to look a little more in detail into the matter, and we shall therefore again take the case of the richest Inn, the Inner Temple. That Inn, as we have said, had in 1854 a gross rental from its chambers of £15,000, and the amount cannot be less now. On the one hand, from the class of tenants to whom the chambers are let, there can be practically no bad debts, and very few arrears. No set of chambers ever remains unlet on the hands of the Inn. And, from the compactness of the property and for other reasons, the cost of collection ought to be exceptionally small. We believe that the

collection of the rents occupies, in fact, a portion of the time of one man; and there are not many properties with such a rent roll of which the same can be said. On the other hand many of the buildings are or were very old. The cost of repairs is, consequently very great, and large sums have been spent and will have to be spent on rebuilding. Taking the advantages and disadvantages of the property together, we leave it to our readers to judge whether a private owner of moderate energy would not draw a splendid net income out of the £15,000 gross rental; and, whether in the hands of the Inn this rental, in addition to the many thousands contributed by its members, might not, with ordinarily good management, afford a revenue amply sufficient to maintain a school of law on the largest scale, and of the highest efficiency. Yet, for all this money, the Inn has nothing worth mentioning to show in return. If the whole property were to pass into private hands to-morrow, what would the difference be either to students or barristers? The real loss would be the library, and the contributions to legal education; but the amount spent upon these together seems not to amount to £1,500 a year. And it must be borne in mind that among the annual payments of each member of the Inn is a sum expressly for the use of the library. The only other difference would be that barristers would, perhaps, pay a trifle more for their chambers, and that the few who dine in hall would have to pay a little more for their dinner. We believe that the annual payments of the members of the Inn would be quite sufficient to pay for all that would be lost.

We have said nothing so far about the church which the two Temples maintain. It may be very right that they should keep up the church; indeed, they are bound to do so. But though the whole amount spent upon it is not very large, it seems to us that they ought not to keep it up on its present scale, as the show church of London, unless they have a surplus (as they well might have) after efficiently discharging their principal functions, which is to provide, not an excellent musical service, but a law university or something like it.

How the wealth of the Inns is spent may be learned, to some extent, from the same source from which the foregoing facts are derived, namely, the report of the Commission appointed to inquire into these subjects in the year 1854, which report was published in 1855. Full accounts of the expenditure of the several Inns are there published, and some clear conclusions can easily be drawn from them. The first is a conclusion which any well-informed person would anticipate, namely, that the wealth of the Inns is not spent corruptly. The few privileges which the benchers enjoy are scarcely a fair equivalent in money value for the fees they pay on admission to the bench. The second conclusion is that the wealth of the Inns is allowed simply to slip through their fingers for sheer want of management. The broad facts which we have already stated are enough by themselves to show this, and no details could either strengthen or weaken the case much. But we shall give one more fact. In the year 1854 dinner was provided in the Inner Temple Hall on exactly 98 days. The total number of dinners eaten in the year by benchers, barristers, and students was 5,837. The largest attendance on any one day was 110. The wages paid to "six butlers, panner-man, deputy panner-man, five waiters, two wash-pots, and housekeeper," amounted to £1,279 18s., and the wages of "two cooks, assistant to the two cooks, and two dish-washers" amounted to £278. It follows that for the actual dinners eaten the mere service cost rather more than five shillings a head per diem. And if the largest number that dined any one day in the year had dined every day, the cost of mere service would still have been about two and eightpence a head per diem. We believe that since that time some economy has been effected in this department. If so there ought to be all the more funds available for useful purposes.

The explanation of all this is evidently to be found in the nature of the governing bodies. The benchers of

each Inn are a large and unwieldy body, self-elected, unpaid, and irresponsible, most of them very busy men, some of them, from age or other causes, very unfit men for the management of the affairs of the Inn. The chief responsible person among them is the treasurer, but he holds office only for a year; so that he has really no power whatever of introducing reforms. We see the results,—funds wasted, vast engines of usefulness standing idle, education neglected, the Bar and the Bench deteriorated, the law degraded, and the public injured.

We have spoken at considerable length of the present state of the Inns of Court, because we think it of extreme importance that one thing should be well understood,—that the means of establishing a proper system of legal education are all at hand, and that all that is wanted is to organise and apply them. We now proceed to show how this may be done; and for this purpose we turn first to the report of the Commission to which we have already referred, and, as far as education is concerned, we find there the outline of the true system. The Commissioners recommended—"that there should be established a preliminary examination for admission to the Inns of Court of persons who have not taken a university degree [this has since been done], and that there should be examinations the passing of which should be requisite for the call to the Bar, and that the four Inns of Court should be united in one university for the purpose of these examinations, and of conferring degrees." They went on to sketch out the organization and working of such an university. They advised that the passing of the proposed examination should be a condition of call to the Bar, and that by passing an examination in a wider range of subjects the degree of Master of Laws should be obtainable. They also recommended the continuance of the present lecture system as a preparation for the examination.

To complete this system it ought to be provided that the examiners, whoever they might be, should at least not be the readers or lecturers of the Inns, but perfectly independent persons. Secondly, in the matter of teaching, the several Inns ought to be independent of one another, so as to provide the stimulus of a wholesome competition between them, as between the several colleges in a university. Thirdly, the Inns ought to revive in substance the old office of reader, so far as it corresponded to that of a college tutor. There is no want so much felt by many students as that of some one to advise and direct them as to the course of their studies. A competent director of studies, as distinguished from a mere teacher, would be of infinite service. Lastly, the benefit of the Inns of Court ought to be thrown open, not to bar students only, but to every one who wishes to learn law, whether for the purpose of joining either branch of the profession or not. The rule excluding attorneys and their clerks is in the present day absolutely meaningless. Of course the throwing open the Inns of Court to all the world would entail a reasonable payment for the advantages gained. But nobody objects to pay for value received. A good system of teaching can always be made self-supporting. And in the present case there are ample endowments to assist voluntary payments.

We believe, as fully as the warmest defender of the existing state of things, in the importance of constant intercourse and association among students and barristers. But in their reasoning they put the cart before the horse. They say, bring men together and they will learn law. We say, give men the opportunity of learning law and they will come together. Do the students at Guy's Hospital learn medicine because they happen to be together? Or do they come together because the means of being taught medicine are offered. But even in promoting the association of students much more might be done than is done. The system of dinners only during term is ridiculous. Then, again, each Inn ought to make an absolute rule, that no set of chambers in the Inn should be let to anyone but a legal practitioner or a student, and whenever it is possible, the

upper floors ought to be reserved for students. And when the resources of the Inn themselves fail, might not some of the Inns of Chancery be utilised for students? In those Inns the chambers are often of very small value, and let with difficulty. Might it not be for the advantage of all parties, that the Inns of Court should rent them for the use of their students? These are, of course, only suggestions, but by some such means as these the Inns of Court might do much to promote the association of students, in addition to the great means of all, which is providing a common interest, by a real system of teaching.

To bring about such results as these, it is clear that not only must a university distinct from the Inns be established, but that the governing bodies of the Inns must reform themselves, or be reformed. We believe it to be essential, in the first place, that the element of representation and election should be introduced, and that the Bench should no longer be a purely self-elected body. Secondly, it is absolutely necessary, that for the management of their large property, and the control of their large establishments, competent persons, properly paid, thoroughly responsible, and permanently in office, should be appointed; and that the whole thing should no longer be left to manage itself.

We cannot let this subject pass without examining briefly the objections that are made to any such change as that which we advocate. The first and simplest answer to arguments such as ours is one which usually proceeds from elderly men who are or have been successful at the bar, and are benchers of their Inns, unless indeed they have left that bench for a better. They say boldly that the present system is the best possible one, and that the result proves it. Look at the Bar as it is. Look at the living ornaments of the Bar and the Bench, and confess that the system which has produced us must be a perfect one. The reply to such a view is obvious. This pleasant satisfaction with the present condition of the Bench and the Bar is strictly confined to the Bench and the Bar themselves, and is not shared by all the members either of the one or the other. There are great men no doubt on the Bench and at the Bar, and there are men who are profound lawyers, though not great men. But the majority of judges and barristers are nothing better than ready men of business, with a fair working knowledge of the more ordinary branches of law, picked up at random in the course of practice.

The only other reason we have ever met with in opposition to change, is that by making an examination or any other test of knowledge a condition of call to the Bar, you will deter a multitude of country gentlemen and others from coming to the Bar, who now are called, not with any intention of practising, but merely for the name, or with a view to acting as magistrates. And it is said to be of great importance that such persons should know law and become barristers. We admit it is of great importance that they should know law; why they should be dubbed barrister we cannot conceive. But surely the importance of a knowledge of French would be a curious reason for not teaching it in schools. Yet with law it is said to be so. We fancy, however, that what is meant by those who use this curious argument, is that if you say to such persons, we will call you to the Bar if you learn law, and show that you know it, then you will frighten them away; but if you say, we will call you whether you learn anything or not, they will come, and possibly in their wisest moments, or by accident, or in spite of themselves, they may learn some law. This view only needs to be stated for its confusion to be apparent. The truth is that if men mean to learn law, they will come where it is taught. If they do not mean to learn it, they will not learn it. If they have learned anything of law, and dislike an examination, they will go away without being examined, the only consequence being that they cannot call themselves what they are not—practising barristers. The present time is in one respect peculiarly favourable

for bringing forward this subject. Lord Hatherley presided over the Commission to whose report we have so often referred. Lord Westbury was a member of the Commission, as were also Chief Justice Cockburn and Mr. Justice Keating, with other influential persons. The Chancellorship of Lord Hatherley offers a better chance of reform than we have seen before. And we earnestly hope that all those interested in the subject of legal education will continue to urge the subject upon public attention. What we want is plain enough—another Royal Commission; not, however, one like the last—empowered to advise only, but, like the university commissioners, to act as well.

REVIEWS.

Judgment delivered by the Right Hon. Lord Cairns on behalf of her Majesty's Most Honourable Privy Council in the Case of "Martin v. Mackonochie." Edited by W. ERNEST BROWNING, Esq., barrister-at-law. London: Butterworths.

This calls for little comment, being a simple reprint of the recent decision delivered by Lord Cairns, and the consequent Order in Council, prefaced by three pages giving a brief history of the case. The list of counsel, by the way, is incorrectly given.

COURTS.

COURT OF CHANCERY.

STATEMENT OF THE NUMBER OF CAUSES, PETITIONS, &c., disposed of in Court in the week ending Thursday, February 11, 1869.

C.		L. J.		M. R.		V. C. S.		V. C. M.		V. C. J.	
AP.	AP. M.	AP.	AP. M.	C.	P.	C.	P.	C.	P.	C.	P.
2	1	4	5	10	0	4	1	1	0	15	0

QUEEN'S BENCH.

(Before BRETT, J.)

Feb. 5.—*Lay v. Hayne*.

The plaintiff and defendant are both attorneys, the defendant being the Vestry Clerk of St. Luke's, City-road. The action was brought to recover for work and services. The plaintiff was employed by the defendant to do work in his offices, and the plaintiff now claimed to be remunerated at the rate of 2s. per hour, and his claim amounted to £120. The defendant had paid him at the rate of £2 10s. a-week.

Jury for the plaintiff.

Jury for the defendant.

Verdict for defendant.

COUNTY COURTS.

WANDSWORTH.

(Before H. J. SPOONER, Esq., Judge.)

Jan. 19.—*Benson v. Pritchard and Sharland*.

This was the cause mentioned in a former number (*ante*, 136) as having been sent by a superior court to the Lambeth court, where the judge objected to try the cause on the ground that it was an action against two officers of his own court, and that certain forms had not been complied with. The cause came on for trial to-day in this court with a jury.

The facts were briefly these. The plaintiff was recently a defendant in the Lambeth court, when judgment was given against him. He failed to comply with the order of the Court, and a *f. fe.* was issued by the judgment creditor. On the morning after the issue of the *f. fe.* the plaintiff tendered the money due under the order in the registrar's office. The money was there refused on the ground that the warrant was in the hands of the high bailiff's execution officer and might at that moment have been executed. Plaintiff went to the high bailiff's office and tendered the money, which, after some importunity, the clerk took, at the same time giving a receipt and cautioning plaintiff to make haste home

lest the officer should have made a levy in the meantime. In the latter part of the day the officer seized a horse and cart belonging to the plaintiff, in disregard of a statement made to him at the time that the plaintiff had been to court and paid the money. No receipt was produced to the officer, and he consequently doubted the statement. The next morning, on going to the office, he found that at the time of the seizure the money was in the hands of the high bailiff's clerk, and he immediately returned the horse and cart, having kept possession something less than a day. The damages were laid at £50. The defendants had previously tendered £5, under 9 & 10 Vict. c. 138, which provides that in such an action a plaintiff shall not recover if sufficient amends have been tendered.

Wood for the plaintiff.

Mr. Hicklin for the defendants.

After a lengthy trial,

Mr. STONOR summed up. He said the case was one for exemplary damages, but not against both defendants. The defendant Pritchard (the high bailiff) had no part in the transaction, but the other defendant had been guilty of negligence in the performance of his duties. It was for the jury to say what amount would compensate the plaintiff.

The jury, after a short consultation, found for the defendant Pritchard, and for the plaintiff, as against Sharland, damages £15. The Court allowed the costs of the defendant Pritchard, on the ground that the jury were bound to find for him in consequence of the registrar of his court not having been made a joint defendant, as required by the 13 & 14 Vict. c. 61, s. 19; the other defendant to pay costs as if the action had been against him only.

Feb. 2.—*Maynard v. Penn.*

Foreclosure suit.

The scale on which costs are to be taxed is, by analogy to the Chancery Order of 1868, to be determined by the amount of value of the subject-matter at the institution of the suit.

Barry, for the plaintiff; Besley, for the defendant.

In this foreclosure suit an application was now made by the plaintiff, asking *inter alia* that the costs might be taxed on the higher scale.

Mr. STONOR.—This is an application in a foreclosure suit to vary the certificate of the registrar in several particulars. I consider the registrar to have been right in all of them, and the only one in which I entertain any doubt (as I intimated at the hearing) was whether the costs ought to have been taxed on the higher or lower scale of fees allowed by the Court. This depends on the question whether the subject-matter of the suit exceeds or does not exceed £100, according to the terms of the note subjoined to the scale of costs in equity under the County Court Acts, 1865 and 1867. The facts in the present case are that the original mortgage exceeded £100, that the mortgagee went into possession, and on an account being taken before the registrar, of principal, interest, and expenses due to the mortgagee, and of rents and profits received by him, it appeared that a balance of less than £100 was due to him at the time of his instituting this suit. The only cases which can assist me in the construction of the terms employed in the note to the above scale are those which have been decided on the Regulations of the Court of Chancery, 1860, providing a higher or lower scale of fees according as the "amount or value" of the subject-matter is above or below £1,000. Under these regulations it has been held that the Court looks simply to the amount due when the bill is filed, unless fraud or some special circumstance intervene. *Flockton v. Peaks*, 12 W. R. 1925, L. R. 2 Eq. 609; *Re Reiver*, 14 W. R. 1008; *Judd v. Plum*, 29 Beav. 31, 9 W. R. 27; *Earl of Stamford v. Dawson*, 15 W. R. 896; *Gimes v. Harrison*, 29 Beav. 198. Now, there is no doubt from the accounts in the present case that at the institution of this suit the amount due to the plaintiff was less than £100, and that there was no fraud or special circumstances in the case, and therefore, following the authorities to which I have referred, I think that the costs, in the present case were rightly taxed on the lower scale. I observe there is a slight difference between the wording of the note to the above scale, and the Regulations of the Court of Chancery, 1860, as to the test of excess or amount, but I think it is immaterial. I also observe that the terms of note are general, whilst the Regulations of the Court of Chancery are special, and confined to suits for particular objects, and it appears to me that there will be some difficulty in applying the terms of the note to costs in suits for the dissolution of partnership and some

other cases; but there is no difficulty in the present case. I must therefore refuse the application.

LAMBETH.

(Before J. PITT TAYLOR, Esq., Judge.)

Feb. 9.—*Naylor v. Berriman.*

Detinue—Constructive possession of goods.

This was a claim in detinue for the return of four water-closets alleged to be the property of the plaintiff, a plumber, and detained by the defendant, a surveyor. The closets were valued at £12.

The facts were these:—A lady employed one Beausant to build four houses, and Beausant employed the plaintiff to do the plumbing work. The houses were built, and part of the plumbing work done, when Beausant obtained four water-closets. He went to plaintiff and told him that the closets were too good for the purpose, and if plaintiff would take them and substitute inferior ones, making up the difference in value in the work and materials necessary for fixing them, he was at liberty to do so. This proposition was agreed to, and the inferior closets fixed, but before the others were removed from the premises, Beausant had absconded, considerably in debt, the plaintiff having a claim upon him for upwards of £60. The lady then assigned her interest in the houses to the defendant, and the closets being on the premises he thus became the actual possessor of them. He refused to give them up on a demand being made, on the ground that he had only plaintiff's word for the bargain to exchange, and if he did give them up, he might be held responsible by Beausant if he returned, or by some one claiming on his behalf.

Lilly, for the plaintiff, contended that the bargain with Beausant, and the performance by the plaintiff of his part of it, amounted to a transfer of the property in the closets, although the plaintiff had not actually removed them. He had constructive possession of them, and had therefore a right to maintain this action for the recovery of them.

Thompson, for the defendant, contended that the verbal bargain between the plaintiff and Beausant—if it was ever made, which he doubted, as it was easy to set up such a claim as this after Beausant had gone away—did not amount to a delivery of the goods, and plaintiff had never been the owner of them.

Mr. PITT TAYLOR said he was about to stop the case and order a nonsuit to be entered at the point where it became extremely doubtful whether the plaintiff had ever had a property in the goods or not. He preferred, however, to reserve the point for future consideration if necessary. He should leave the case with the jury, but if they found for the plaintiff he should give leave to the defendant to apply to set aside the verdict and enter a nonsuit, on the legal grounds urged by defendant's counsel.

The jury found for the plaintiff for the amount claimed, and leave to apply as before mentioned was at once given.

LIVERPOOL.

(Before Serjeant WHARLEN, Judge.)

Feb. 5.—*The "Almora."*

Arrest of a ship under the County Courts Admiralty Jurisdiction Act, 31 & 32 Vict. c. 71.

Mr. Copeland made the first application under the new Act, for a warrant to arrest the ship *Almora* now in the Great Fleet, Birkenhead, and about to sail for Bordeaux. The application was made on behalf of William Ellwood, of Seacombe, master mariner, and he asked for an arrest of the ship, the cause of action being against J. W. Michael, shipowner, carrying on business in Crosby-chambers, Bishopsgate-street, London. The owner was now in Liverpool, and the suit had been instituted that afternoon. The affidavit necessary in the case was then read, and it set forth—first, that the sum of £60 12s. 9d. was owing to plaintiff as balance of wages and for necessities supplied to the ship; secondly, that application for payment had been made and refused; and thirdly that the ship was now lying in the Great Fleet, and was about to sail for Bordeaux.

Serjeant WHARLEN, after reading the affidavit and making a slight verbal correction in form, said it appeared to him to be the precise sort of affidavit such a case required. The gist of the application was that the vessel to which the case related would be removed out of the jurisdiction of the Court before the claim could be satisfied.

The warrant was then granted.

APPOINTMENTS.

Mr. CHARLES MILLS ROCHE, of Old Jewry, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds by married women, in and for the city of London, also in and for the county of Middlesex and the city and liberties of Westminster.

GENERAL CORRESPONDENCE.

THE NEW LAW COURTS.

Sir,—I have read with great interest the manifesto issued by the council of the Incorporated Law Society, and if assertion will carry the day, the fate of the Embankment site is fixed. It asserts that the Carey-street site is so obviously the best that no one really competent to form an opinion on the subject, and looking only to the interests of the suitors, could for a moment think of proposing any other site; that persons who have no connection with the administration of the law, and are not conversant with its requirements, have ventured to advocate another site; that the Embankment site is wholly unsuitable for legal purposes, and many more assertions as unfounded. Argument *pro* and *con* is most desirable, but such reckless misstatements as those that abound in the manifesto are much to be regretted from a body holding a responsible public position. One of these is that of the £800,000 already spent, £500,000 would be lost on re-sale; this is too absurd. The fact is that I have already heard of a builder who would, on certain terms, give the full sum that has been expended on it for the site already cleared. Another thing manifestly unfair is not to add the sum proposed to be spent, whether on site or approaches, to that already spent, making a total of nearly a million and a half, viz., £1,468,000 against the million and a half supposed to be required for the Embankment site, where the sum will be spent on the ground itself, the approaches being already provided. As for the facilities of access, I confess I am astonished that there can be any question which is best; a building with on one side of it the Strand, acting as a large thoroughfare, fed by numerous streets from the north; or a building actually intersecting a few of those streets and shut out by want of a main artery from the rest. Of course, if, as the council say, the Carey-street site is, and the Embankment site is not, adapted for the law courts, the question is decided off hand. I venture to think the opposite to be the fact, and have advanced arguments to meet assertions, and I venture also to think that that course would have suited better the position of the council, and that, had they adopted it, the paper in question would not have contained the numerous inaccuracies, a few of which I have pointed out, and the remainder of which will be easily discoverable by your readers. A very few remarks more and I have done—first, the practising barristers in Lincoln's-inn would, under the system I advocate, get chambers on the Carey-street site and leave Lincoln's-inn to those who do not attend the courts. Another remark is that the suitors, *i.e.*, the future suitors, who are to pay for the building, are an unascertained portion of the public, on whom I am happy to think will finally rest the burden of determining between the conflicting schemes; and my last is, that the Embankment site is larger than the site already cleared, and is ample for all purposes, if we except the keeping of records and wills, and will not only have in itself room for expansion, but be capable of further expansion in the very unlikely event of our staying the decentralization of work that is now going on, either by absorbing Somerset House, or the not very valuable property north of the Strand.

February 6th.

INNER TEMPLE.

WILLIAMS ON REAL PROPERTY (LAST ED. P. 400).

Sir,—In Mr. Williams' excellent book on the Law of Real Property (last ed. p. 400) occurs the following passage:—"If the sole owner of a term obtain the immediate freehold jointly with another, one moiety of the term will merge and the joint ownership of the freehold will continue, subject only to the remaining moiety of the term." I cannot satisfy myself what the correct meaning of this is. To put a case—A. has a term of 100 years in certain lands, B., the owner of the fee, dies, devising his reversion in fee to A. (the holder of the term) and C. as joint tenants. Now, how would A. and C. take? Would A. first have the 100 years

to himself and then become joint tenant with C., or would he at once lose his sole ownership of the term, and acquire a joint ownership of the freehold, or how would it be? I have asked several friends this point, but I cannot arrive at a satisfactory conclusion, and should, therefore, be exceedingly obliged if one or two of your correspondents would give me their opinions.

AN ARTICLED CLERK.

IRELAND.

Mr. William M. Johnson has been appointed Law Adviser, and Mr. Johnson was called to the bar in 1853.

SOCIETIES AND INSTITUTIONS.

MANCHESTER LAW ASSOCIATION.

The annual general meeting of the members of the association was held on Thursday, the 14th day of January at their rooms, Cross-street Chambers, Cross-street, when an account of the receipts and disbursements (previously audited by two of the members) was submitted and passed.

The proceedings of this society for the last year were stated in the following report, which was read by the honorary secretary, and unanimously adopted.

In presenting to the members of the Manchester Law Association the 30th annual report, the committee have again the satisfaction of recording the prosperous condition of the association. The numbers of the association are on the increase, and, in addition to the sum of £750 16s. stock, and an accumulation of dividends thereon, amounting to £113 8s. 6d., the treasurer's account shows a balance in hand of £100 9s. 7d.

Although the labours of Parliament, during the last session, added 130 Acts to the Statute Book, the number of those which possess an interest for the legal profession are, as might have been anticipated from the character of the session, singularly small. Among the bills which received the attention of the committee and passed into law the following may be mentioned:—"The Judgments Extension Act, 1868" (31 & 32 Vict. c. 54); "The County Courts Admiralty Jurisdiction Act" (c. 71); "The Court of Appeal Chancery (Despatch of Business) Amendment Act" (c. 11); "The Regulation of Railways Act" (c. 119); "The Railways (Extension of Time) Act" (c. 18); "The Divorce and Matrimonial Causes Court Act" (c. 77); "The Bankruptcy Act Amendment Act" (c. 104); and "The Liquidation Act" (c. 68).

Of the bills which came before your committee, but did not receive the sanction of the Legislature, the following are the only ones to which reference need be made:—

The Bankruptcy Bill. *The Bankruptcy Acts Repeal Bill.* *The Judgment Debtors' Bill.*—These bills, which were introduced into the House of Lords by the Lord Chancellor, were referred to a sub-committee for consideration. As, however, they were withdrawn at a comparatively early period of the session, it became unnecessary to report upon them.

Amalgamation of Courts of Record.—It is with very great pleasure that your committee congratulate the members of this association, the legal profession, and public of this city and the hundred of Salford, on the completion of the important work of amalgamating the two Courts of Record of Manchester and Salford, which has, for so many years, occupied the attention of the association.

It was stated in the last annual report that the bill for carrying the amalgamation into effect had been prepared and deposited in the House of Lords. At an early period of the session your committee presented petitions on behalf of the association to both Houses of Parliament in favour of the measure. They were also instrumental in obtaining petitions, very numerous signed by attorneys practising in Manchester, as well as petitions from local members of the bar, and from several corporations, public bodies, and attorneys in the neighbourhood.

A deputation consisting of the president, chairman of committee, and honorary secretary, proceeded to London in company with a deputation from the Manchester Corporation, consisting of Mr. Councillor Baker and the Town Clerk, in order to support the bill on the second reading in the House of Commons. A deputation from the Corporation of Salford, on behalf of whom the only hostile petition against

the bill had been presented, were actively engaged in opposing the bill. Mr. Obeetham, on behalf of the opponents, having moved that the bill should be read that day. Six months, the House divided, when the second reading was carried by a considerable majority.

During its progress through committee the bill was most strenuously opposed by the Corporation of Salford. This opposition, though entirely failing in its real object of preventing the amalgamation, had, no doubt, considerable effect in compelling the withdrawal from the bill of several clauses which, by conferring increased jurisdiction and improved facilities for transacting the business of the court, would have added greatly to the usefulness of the measure. Several witnesses were examined in support of the bill, among whom were Mr. Baker and Mr. Guest the chairman of your committee.

After the third reading in the Commons, which was again opposed, but carried by a considerable majority, the bill was submitted by the House of Lords to the consideration of two of the judges who reported in its favour. It afterwards passed the House of Lords and received the royal assent.

The Act came into operation on the 1st of January instant.

Although your committee have already, in a special resolution, marked their appreciation of the able and zealous services rendered by Mr. Baker in connection with the object, they cannot allow the present opportunity to pass without recording in this report their deep sense of the obligation conferred by that gentleman upon this association, the legal profession, and the public of Manchester and Salford, by his arduous and unwearied efforts, extending over several years, in connection with this association and the City Council, in advocating, organising, and successfully carrying out the amalgamation of the Courts of Record for the city of Manchester and Hundred of Salford.

Legal Education and Status of the Profession.—On the invitation of the Leeds Law Society, a deputation from your association attended a meeting of the Leeds Law Society and of deputations from the law societies of neighbouring large towns, which was held at Leeds on the 25th September, to consider the remarks of Mr. Justice Hannen at the annual meeting of the Solicitors' Benevolent Association, on the subject of the amalgamation of the two branches of the legal profession. An able paper by Mr. W. A. Jevons, of Liverpool, on the amalgamation, and on legal education, and the status of the profession, was read and fully discussed. No resolution was come to on the subject of amalgamation; but with respect to the desirability of improving the education and status of the legal profession resolutions were adopted which have been printed and circulated among the profession, and a provisional committee was appointed to consider the resolutions and to invite the co-operation of both branches of the legal profession in carrying them out.

Entry of Causes at Assizes.—The Liverpool Law Society having suggested a plan for encouraging the early entry of causes at assizes by securing to those who first entered a choice in what part of the list their causes should stand, instead of being compelled to enter them in consecutive order, your committee readily seconded the efforts of the Liverpool Society. After communicating with the Deputy-Prothonotary, who was favourable to the proposed change, it was arranged that he should prepare the draft of the necessary orders and submit them to the two societies. This was accordingly done, and the orders having been made by the judges at the Spring Assizes were printed and copies forwarded to all the members of the association.

Barriers and County Court Registrarships.—Sir R. P. Collier having given notice to insert a clause into the County Courts Admiralty Jurisdiction Bill, to make barristers eligible for appointment as registrars of county courts, the honorary secretary was instructed to write to the members for the city and other members of Parliament to oppose the introduction of the clause. In consequence of the objections raised in this and other quarters Sir R. P. Collier did not press the clause, which he stated was not his own suggestion, but had been urged upon him by some of the county court judges.

Solicitors as Arbitrators.—The attention of the committee having been recently called to the fact that in numerous cases references to arbitration, which are now given to members of the Bar, might, with great saving of time and expense, be referred to attorneys and solicitors, passed the

following resolution on the subject.—Resolved, "That it be a recommendation to members of this association that references to arbitration might, with great advantage, be submitted to attorneys and solicitors." Your committee desire to impress this resolution on the attention of the association, as they consider its adoption would be attended with considerable benefit both to the profession and the public.

Preliminary Examinations.—The local examinations previous to articles have, as usual, been held in Manchester during the past year under the superintendence of members of your association.

On the invitation of the Liverpool Law Society, a deputation from your association partook of the hospitality of the Liverpool Society on the occasion of a dinner given in May last, in honour of the then Mayor of Liverpool, Mr. Edward Whitley, a solicitor, and member of the society. Among the guests were the Vice-Chancellor of Lancashire, and several of the local judges.

The following gentlemen were elected the officers and committee of the association for the ensuing year:—

President, Mr. George Taylor; Vice-Presidents, Mr. J. Lingard Vaughan and Mr. W. H. Partington; Treasurer, Mr. James Street; Honorary Secretary, Mr. S. Unwin; Chairman of Committee, Mr. W. H. Guest; Deputy-Chairman, Mr. James Bond; Committee, Messrs. J. P. Aston, James Barrow, Thomas Baker, J. F. Beever, James Bond, Thomas Clay, R. B. B. Cobbett, John Cooper, R. D. Darbishire, Adam Fox, W. H. Guest, J. N. K. Grover, S. Heelis, Thomas Holden, Joseph Janion, Thomas Jepson, Alfred Leaf, Francis Marriott, H. W. Parker, J. B. Payne, John Peacock, John Ponsbury, Richard Radford, James Roberts, George Thorley, W. L. Welsh, G. B. Withington, G. F. Wharton, M. Bateson Wood, and Percy Woolley.

The annual dinner of the members was held on Tuesday evening, at the Albion Hotel, Piccadilly. Mr. George Taylor, of Stalybridge, presided, and there were also present—The Mayor of Manchester (John Grave, Esq.), the Mayor of Salford (T. Davies, Esq.), Mr. H. W. West, M.P. (Recorder of Manchester), Mr. Kay (Judge of Salford Hundred Court of Record); Messrs. Yates (president), Paget (hon. sec.), deputation from the Liverpool Law Society; Messrs. J. Lingard Vaughan, Stockport (vice-president), J. Street (treasurer), G. B. Withington (ex-president), Baker, T. P. Bunting, R. B. B. Cobbett, Radford, Thorley, J. P. Aston, Charles Aston, James Bond, Richard Brown, Thomas Clay, Thomas Chorlton, T. Darwell, A. Fox, James Gill, W. H. Guest, W. Harper (Bury), George Hadfield, jun., C. Hamwood, Alfred Leaf, J. F. Milne, Jno. Peacock, E. Storey, J. F. Tweedale (Registrar of the Oldham County Court), G. F. Wharton, P. Woolley, H. Wheeler, J. B. Payne, George Thorley.

Mr. H. W. West, M.P., in proposing the toast of the evening, "Prosperity to the Manchester Law Association," said that since he had been connected with Manchester he had learned not only that the Manchester Law Association had serious and important duties to perform, but that up to this time they had been able to perform those duties with considerable industry, energy, and success. It was unnecessary for him to dwell upon the higher duties that the members of that association were called upon to perform. When he last had the honour of being the guest of the association, he heard that it was one of its great advantages that those who had great experience in the profession were able to form acquaintances with the younger members, and not only to give them a helping hand by their advice, but to show them that after all the best means of success in an honourable profession was to pursue that profession in spite of the difficulties that presented themselves in an early career, without losing sight of those principles of honour which ought to guide all men. It was, therefore, unnecessary for him to say anything upon the higher duties of the association which evidently to all was intended to elevate the moral tone of the great profession which they represented. He recollected that when he appeared as their guest upon a former occasion he said that the solicitors and attorneys of this country to a great extent occupied the position of the priests of the mediæval ages. He believed there was no body of men in whom the private families of this country reposed—and, on the whole, more rightly reposed—their confidence than in the solicitors and attorneys. How seldom did they hear of that confidence being violated. Who was there among them who did not entrust to the knowledge of his family solicitor

things that he would conceal, or rather was not prepared to reveal to other persons. The family arrangements, the marriage settlements, the wills and mercantile arrangements which were entrusted to the legal profession, involved interests of the greatest importance, and it was to the honour of the profession that that confidence was rarely violated. He was quite sure that the older members of such an association as this, banded together to carry out such views, the younger members would follow in the same honourable course, and pursuing such a course, he was quite sure that the association was cultivating a high principle of honour in this great centre of mercantile enterprise. There was another duty which fell to the lot of the association, and of which they had had some experience lately, and that was to watch over the measures before Parliament which affected their own branch of the profession, and upon which to a great extent the interests of the community depended. One of these questions was that upon which it could not be denied that the mercantile community should have a great share in legislation—he referred to the bankruptcy laws, but the mercantile community would not be able to pass any measure with respect to that unhappy branch of judicature unless assisted cordially and honestly by the legal profession. He trusted that the Manchester branch would take a prominent part in effecting a change in this branch of the law. There were many other matters to which he was satisfied they would turn their attention; most of them were extremely interested in the proper local administration of the civil courts in this part of the country. He hoped her Majesty's Government would think fit to introduce into Parliament measures for improving the administration of justice in the civil courts of this county palatine of Lancaster. In such an effort he believed the Government would receive such support from the law association as would enable them to adopt such measures as would not only meet with the approbation of the profession, but with the sanction of the public at large. There were many other matters as to the mode of administering the law in this country, which were now pending. There were the long-delayed and carefully-considered discussions which resulted in the appointment of the Judicature Commission. He trusted that when that came before Parliament it would have the best attention of the law associations of this part of the country.

Mr. J. LINGARD VAUGHAN responded.

Mr. WITTINGTON then, on behalf of the association, presented to Mr. Baker, who had been connected with the association from its commencement, and had especially interested himself in the amalgamation of the Manchester and Salford Courts of Record, a handsome service of plate, bearing a suitable inscription acknowledging the services of Mr. Baker as a committeeman and as an ex-president of the association.

Mr. BAKER, in responding, referred at some length to the history of the association, and to the success with which all its efforts to amend the administration of justice in local courts had been attended, and pointed out many ways in which he conceived other advantages and improvements may yet be obtained.

Mr. T. P. BURNING proposed the "Mayor and Corporation of Manchester."

The MAYOR of Manchester, in responding, said he hoped the legal profession would soon learn to conduct their transactions in a similar manner to that which was observed in Manchester warehouses, where transactions amounting to thousands of pounds were easily effected in at least a few weeks; whereas if they had the transfer of property amounting to an infinitesimally small sum they had a long time to wait and a great expense to bear.

Mr. WITTINGTON proposed the "Mayor and Corporation of Salford," which was responded to by the Mayor.

Mr. R. B. B. CONNERT, in proposing the "Lord Chancellor and the Judges of the country," said that three of those distinguished functionaries were, to use the phraseology of the stage, "starring the provinces" with great sensation. But the toast he had the honour to propose included the local judges, and they at the present moment were subjects of popular interest. This locality had lately lost a vice-chancellor, and they had gained another. He believed that it was only speaking the truth of both these learned gentlemen to say that the regret they felt for losing the one was only equalled by the satisfaction they had in receiving the other. But other matters had occurred lately among them of great interest in reference to local judges. In referring,

on a former occasion, to the jurisdiction of the Courts of Record of Manchester and Salford, he remarked

How happy should I be with either,
Were I other dear charmer away.

But the difficulty, through the assistance of Mr. Baker and other gentlemen, had been entirely overcome. They now had the happiness not only to see the dear charmers together, but to see them thoroughly satisfied with their condition.

Mr. KATE responded.

LAW ASSOCIATION FOR THE BENEFIT OF WIDOWS AND FAMILIES OF PROFESSIONAL MEN IN THE METROPOLIS AND VICINITY.

At the usual monthly meeting of the Board of Directors, held at the hall of the Incorporated Law Society, in Chancery-lane, on Thursday, the 4th inst., the following directors being present—Mr. Desborough (Chairman), Mr. Harding, Mr. Carpenter, Mr. Hedger, Mr. S. Smith, Mr. Steward, Mr. Thomas, and Mr. Whyte, and Mr. Boodle (Secretary), several grants to 'non-members' cases were made, and one new annual member was admitted.

LAW STUDENTS' DEBATING SOCIETY.

Mr. Edgar C. Harvie presided at the meeting of this society, held on Tuesday last, at the Law Institution, Chancery-lane. The question discussed was No. 424, legal:—"Can a contract for sale and purchase of land be abandoned before breach by a subsequent agreement, not in writing?" (Price v. Dyer, 17 Ves. Jur. 356; Goss v. Lord Nugent, 5 B. & A. 65 and 66). Mr. J. J. Amos opened in the affirmative, and, after a discussion of about two hours, the society so decided by a majority of three. Twenty-nine members were present.

LIVERPOOL LAW STUDENTS' DEBATING SOCIETY.

The third meeting of this society for this year took place on Friday, the 5th inst., Mr. Hunter in the chair. Mr. C. Quinn (in the absence of Mr. Raper), opened the debate in the affirmative on the following question:—"If a banker pays a cheque with a forged endorsement *per pro*, (having no notice of the forgery), is he protected by section 19 of 16 & 17 Vict. c. 592?" After eight other members had spoken, Mr. Raper replied; and, on a division, the question was decided in the negative by eleven to seven, twenty-two members were present.

This society was established in February, 1867, and now consists of forty-three members, the majority of whom are articled clerks.

OBITUARY.

MR. THOMAS STANDBRIDGE.

This gentleman died at his residence, Long Leys Water, Orton, on Wednesday, in the fifty-second year of his age. We extract the following from the *Birmingham Daily Post*:—"Mr. Standbridge had for nearly fifteen years filled the important post of Town Clerk, having been elected in December, 1854, on the resignation of Mr. W. Morgan. During the period which has elapsed since that date, the business of the borough has greatly increased, both in magnitude and importance, and the responsibilities of the Town Clerk of course increased with it. As illustrations of the kind of duties thrown upon this officer, as the legal adviser and, so to speak, general representative of the Corporation, may be mentioned the passing of the 1861 Improvement Act, the promotion of other legislation of a local character, and the conduct of Parliamentary opposition to gas, water, and railway bills, &c. To all these matters, as well as to the routine duties of the town clerkship, Mr. Standbridge gave close and serious attention, devoting himself to them, indeed, as to the work of his life, and thoroughly identifying himself with the Corporation, of whose honour and interests he was always very jealous. By many personal qualities of an attractive kind—a handsome presence, unflinching courtesy, and genuine kindness of heart and temper—he earned the regard of those with whom business brought him into intimate association; and it is no idle compliment to say that his premature death will be deeply regretted, both as a friend and a devoted public servant."

THE COUNTY COURTS ADMIRALTY JURISDICTION ACT, 1868.

GENERAL ORDERS.

In the construction of these orders, forms, and schedules, the following terms shall (if not inconsistent with the context or subject matter) have the respective meanings hereinafter assigned to them, that is to say:—

"Court" shall mean a county court appointed to have Admiralty jurisdiction:

"Judge" shall mean the judge or any deputy judge of any such court:

"Registrar" shall mean the registrar or any deputy registrar of any such court:

"Counsel" shall mean any advocate or barrister-at-law entitled to plead in any such court:

"Attorney" shall mean any proctor, attorney, or solicitor entitled to practice in any such court, or the party himself if conducting his suit in person:

"Suit" shall mean any suit, cause, or other proceeding instituted in any such court:

"Name" of any person shall mean both the christian name and surname of such person:

"Affidavit" shall include statutable affirmations and attestations upon honour, and the word "sworn" shall include affirmed according to statute and attested upon honour:

"Vessel" shall include every description of vessel used in navigation not propelled by oars only.

Sittings of the Court.

1. The place of sitting of each court shall be the place at which the county court is held in the city or town mentioned in the name of the court, or by special permission of the judge, a suit may be heard or part heard at any place within the district of the court.

2. Where application is made to the judge for the hearing or part hearing of a suit at a place in which a county court does not sit, the attorney shall file a *præcipe* undertaking to provide at his expense a place to the satisfaction of the judge in which the suit may be heard.

3. The days of the sitting of the court shall be those appointed for the transaction of the ordinary general business of the county court held in the city or town mentioned in the name of the court, or such other days as the judge may from time to time appoint for the hearing of a suit, where from the detention of a vessel or otherwise a prompt determination of the suit is desirable.

Institution of suit.

4. An attorney desiring to institute a suit shall file a *præcipe*, and thereupon an entry of the institution of the suit shall be made in a book to be kept by the registrar called "The Admiralty Suits Book."

5. The *præcipe* shall state the nature of the suit, the name, address, and description of the party in whose behalf it is instituted, the name of the attorney, and an address within three miles of the court house at which it shall be sufficient to leave all instruments and documents in the suit required to be served upon him, and it shall also state the name of the owner or owners or other person against whom the suit is instituted if known, and if not known, then it shall state that the suit is instituted against the owner or owners unknown of the vessel or other property to which the suit relates.

6. Any number of persons having the same right of action may join in one and the same suit.

7. In a suit for wages against the owners of a foreign vessel, notice of the institution of the suit shall be given to the consul or vice-consul of the state to which the vessel belongs, if there be one resident within the district of the court, and a copy of the notice shall be annexed to the *præcipe*.

Summons.

8. Immediately upon the filing of the *præcipe* the registrar shall issue a summons for service by the attorney, or if so required, by the bailiff of the court.

9. Where the vessel or property to which the suit relates is within the district, the summons may be served by delivering it to the person who is at the time of service apparently in charge of the vessel or property, or, if there is no person in charge, by affixing it on some conspicuous part thereof; and in other cases the summons must be served personally upon the defendant unless the judge, or in his

absence the registrar, shall upon facts duly verified upon affidavit allow of substituted service.

Appearance.

10. An attorney desiring to enter an appearance in a suit shall file a *præcipe*, and thereupon an entry of his appearance shall be made in the Admiralty Suits Book.

11. The *præcipe* shall state the name, address, and description of the party on whose behalf the appearance is entered, the name of the attorney, and an address within three miles of the court house at which it shall be sufficient to leave all instruments and documents in the suit required to be served upon him.

12. Any person claiming to have an interest in the vessel or property, whether cognizable by the Court or not, may intervene for the purpose of having the case transferred to the High Court of Admiralty.

13. Upon the arrest of any vessel or property an appearance may be entered the same as upon the service of the summons.

14. Where an appearance has been entered the registrar shall upon application give to each attorney in the suit, and where no appearance has been entered then to the plaintiff or his attorney, a notice under the seal of the court stating the day upon which the suit has been directed by the judge to be heard.

Arrest.

15. Where, after the institution of a suit, it is desired to arrest any vessel or property the attorney must file an affidavit stating the facts which render it probable that it will be removed out of the jurisdiction of the Court.

16. In a suit for necessities or for wages the national character of the vessel shall be stated in the affidavit.

17. Where upon the filing of such affidavit the registrar, in the absence of the judge, is satisfied with the evidence, he may issue a warrant for the arrest and detention of the vessel or property, and where he is not satisfied he may require further evidence to be adduced.

18. A warrant of arrest may be executed on Sunday, Good Friday, or Christmas Day, as well as on any other day.

Security.

19. Security may be given either by bond or deposit of money, as in any ordinary action in a county court.

Release of Property.

20. Where the amount sued for is paid into court or the security completed, the registrar shall deliver to the attorney an order directed to the high bailiff of the court, authorizing and directing him, upon payment of all costs, charges, and expenses attending the custody of the property, to release it forthwith.

21. Notwithstanding the last order, the property, in a suit for salvage, shall not be released until its value has been ascertained either by affidavit, by agreement, or by appraisal, save by consent of the plaintiff or his attorney.

Witnesses.

22. On the application of either attorney, the registrar shall issue summonses for witnesses to be served by the attorney, or if so required, by the bailiff of the court.

23. The allowance to be made to witnesses for attendance either before the Court or registrar, shall in no case exceed the highest rate of the allowances mentioned in the scale hereunto annexed, unless the Court shall by special order otherwise direct.

24. Seamen necessarily detained on shore for the purpose of the suit shall be allowed such remuneration as the Court may think reasonable compensation for their loss of time.

Affidavits.

25. Every affidavit shall be divided into short paragraphs numbered consecutively, and shall be in the first person.

26. Every affidavit shall state the deponent's age, name, address, and description, and also what facts or circumstances deposed to are within his knowledge.

27. The names of all the persons making any affidavit, and the dates when and the places where it is sworn, shall be inserted in the jurat.

28. Affidavits not in conformity with the last three preceding orders may be rejected by the Court, or the Court may direct that the costs thereof shall not be allowed on taxation.

29. An affidavit in which there is any knife erasure, or which is blotted so as to obliterate any word, or which is

illegibly written, or so altered as to cause it to be illegible or in which there is any interlineation, not duly authenticated by the person before whom it was sworn may be rejected by the Court, or the Court may direct that the costs thereof shall not be allowed on taxation.

30. Where an affidavit is made by any person who is blind, or who from his signature or otherwise appears to be illiterate, the person before whom the affidavit is sworn shall state in the jurat that the affidavit was read over to the deponent, and that the deponent appeared to understand the same, and made his mark or wrote his signature thereto in the presence of the person before whom the affidavit is sworn.

31. The reception of any affidavit as evidence may be objected to, if the affidavit has been sworn before the party on whose behalf it is offered, or before his attorney or agent or before a partner or clerk of the same.

Oral Evidence.

32. At the request of either attorney, and at his cost in the first instance, or by order of the judge at the cost in the first instance of the plaintiff, the evidence of witnesses examined in court shall be taken down by a shorthand writer or reporter appointed by the Court, and sworn in each case faithful to report the evidence; and a transcript of the shorthand writer's or reporter's notes, certified by him to be correct, shall be admitted to prove the evidence of the witnesses.

Registration of Decrees and Orders.

33. A note of every final decree or order made in any suit shall within seven clear days from the making thereof be transmitted by the registrar to the registrar of county court judgments in London, according to the form annexed.

Transfer of Suit.

34. Where a suit is transferred to the High Court of Admiralty by order thereof, the registrar of the court, upon the service of the order of transfer, shall send by post the proceedings to the registrar of the High Court.

35. Where a court orders the transfer of a suit to the High Court of Admiralty or to another court, the registrar of the court shall send by post the order together with the proceedings to the registrar of the High Court or to the court to which it is transferred.

Second or Cross Suits.

36. Where it shall appear to the Court that the plaintiff in a suit (hereafter called the second suit), was or is the defendant in a suit (hereafter called the first suit), in another court arising out of the same transaction, and that he did not propose to the plaintiff in the first suit that by agreement jurisdiction should be given to the Court in which the first suit was instituted, to hear and determine the second suit, the judge may refuse the plaintiff in the second suit his costs if he shall think fit.

37. Where a second or cross suit for damage has been instituted by a defendant in a suit for damage, and the second suit has been instituted, by agreement or otherwise, in the court in which the first suit was instituted, or has been transferred to the said court by order of any other Court, the Court may direct that both suits may be heard at the same time and upon the same evidence.

Consent.

38. Any consent in writing between the attorneys in a suit may, by permission of the registrar, be filed, and shall thereupon become an order of court, and such order shall be as valid as if made by the Court.

Enforcement of Decrees.

39. Where an attorney is desirous of obtaining the committal or warrant of execution against the goods of a party who has neglected to obey the order of the Court to pay a sum of money, he shall file a praecipe for a summons for commitment, or for a warrant of execution against the goods, and thereupon such a summons or warrant shall be issued.

40. Where a decree has been obtained against an unknown defendant the vessel or property to which the suit relates shall not be taken in execution, but it may be arrested and detained under the provisions of section 22 of the County Courts Admiralty Jurisdiction Act, 1868, or kept under arrest, if already arrested.

41. Where a decree has been obtained in a suit against an

unknown defendant, and the name of the defendant is subsequently ascertained, the adverse attorney may file a praecipe stating the name, address, and description of the defendant, and thereupon the registrar shall issue to the attorney, or if required to the bailiff for service, a notice of the decree stating that if the defendant does not within four clear days from the day of service file a praecipe applying for a rehearing of the suit, the vessel or property to which the suit relates will be sold in execution.

42. The notice shall be served personally upon the defendant, unless the judge, or in his absence the registrar, shall upon facts duly verified upon affidavit allow of substituted service.

Execution against Vessel.

43. Where, under a warrant of execution, a vessel is seized, the high bailiff shall, before selling the same, cause an inventory to be made by an appraiser, and the vessel shall not be sold for less than the appraised value thereof, except by order of the Court.

44. On the completion of the sale the high bailiff shall pay the proceeds arising therefrom into court, return the warrant, and file an account of the sale signed by him, together with the certificate of appraisement signed by the appraiser.

45. On the completion of the purchase the high bailiff shall deliver up the property to the purchaser, and if required so to do shall execute a bill of sale to him.

Transfer of Sale.

46. Where the vessel has been arrested or has been seized under a warrant of execution, and the sale of the vessel has been ordered to be transferred, the vessel shall be retained by the high bailiff until the marshal of that court shall, by order of the High Court of Admiralty, take possession thereof.

47. An attorney desiring that the sale of any vessel or property should be conducted in the High Court of Admiralty, may at any time after judgment give security to the amount of ten pounds, and file with the registrar an application for an order for the transfer of the proceedings for sale to the said court.

48. The registrar shall transmit such application to the judge for his order thereon, if the Court be not sitting, and shall in any case certify on the application that the security for costs has been given.

Notice of Defence in Collision.

49. Where in suits for damage by collision the defendant intends to set up as a defence that the vessel was by compulsion of law in the charge of a pilot, he should give notice thereof to the adverse attorney as soon after the service of summons as may be, and if he shall fail to give such notice the judge shall, in exercising his discretion as to costs, consider what effect the non-delivery of the notice has had in the suit.

Tenders.

50. An attorney desiring to make a tender shall give a notice to the adverse attorney of the terms and amount of the tender, and shall pay the amount into Court, and file a praecipe.

51. Within forty-eight hours from the payment the adverse attorney shall file a notice stating whether he accepts or rejects the tender, and, if he shall not do so, he shall be deemed to have rejected it.

Payment out of Court.

52. Money ordered to be paid out of court may be paid to the attorney without the production of a power of attorney from the party entitled to receive the money, unless the judge shall otherwise order.

53. Where more than one suit has been instituted against a vessel or any property, and the same has been sold, the proceeds thereof shall be retained in court, to abide the decision of the Court in the various suits, unless the judge shall otherwise order.

Appraisement.

54. The registrar may, on the application of either attorney, and whether before or after judgment, order any property under arrest to be appraised.

Records of the Court.

55. The attorneys in a suit, their clerks, and the parties themselves, may, while the suit is pending, and for one

year after its termination, inspect, free of charge, all the records in the suit.

56. In a pending suit no person other than the attorney or his clerk, or the party in the suit, shall be entitled to inspect the records in the suit without the permission of the registrar.

57. In a suit which is terminated, any person may, on filing a preceipe, and on payment of the proper fee, inspect the records in the suit.

Copies.

58. Any person entitled to inspect any instrument or document in a suit shall, on filing a preceipe, and on payment of the proper charges for the same, be entitled to an office copy thereof.

59. All copies of documents shall be counted and charged for at the rate of seventy-two words per folio; and every numeral, whether contained in columns or otherwise written, shall be counted and charged for as a word.

Seal of the Court.

60. All instruments and documents issued from the court shall be signed by the registrar, and shall have the seal of the court affixed.

61. The day on which the seal is affixed to an instrument or document shall be deemed to be the date of the issue thereof.

Taxation of costs.

62. Costs may be taxed by the registrar as well between party and party between attorney and client.

63. When a bill of costs has been filed for taxation, notice shall, as soon as conveniently may be, be sent to the respective attorneys, appointing a time for the taxation.

64. At the time appointed, if either attorney is present, the taxation shall be proceeded with.

65. After the expiration of a week from the taxation of the bill, if there is no objection thereto, the attorney may apply for payment of the same if the amount is to be paid out of moneys in court.

66. If in a taxation between attorney and client more than one-sixth of the bill is struck off, the attorney shall pay all the costs attending the taxation.

67. If either attorney is dissatisfied with the taxation, he may within a week thereof give notice to the adverse attorney that he will apply to the judge to review the same, and file a preceipe objecting to the taxation.

Filing.

68. All instruments or documents directed to be filed shall be filed with the registrar of the court.

Assessors.

69. Every attorney requiring the judge to be assisted by two nautical assessors shall at the time of filing the preceipe pay to the registrar the sum of two guineas if the amount claimed does not exceed £100, and four guineas if it does exceed that amount, and such payments shall be considered as costs in the suit unless otherwise ordered by the judge.

70. Where the judge requires the assistance of two nautical assessors the above fees shall be paid by the plaintiff or his attorney before the hearing, and shall be costs in the suit unless otherwise ordered by the judge.

71. Where a suit is adjourned, the plaintiff shall pay the assessors' fees for the day of adjournment forthwith after the order of adjournment is made by the Court.

72. Upon the filing of the aforesaid preceipe or upon the order of the judge as last aforesaid, the registrar shall select from the list of assessors the names of two persons whom he may, having reference to the nature of the suit to be heard, consider can most effectually assist the judge in hearing and determining it, and shall send to each of such persons by post a summons in the form annexed.

73. The registrar of the court shall pay to every assessor for each day's attendance and service in every suit one guinea or two guineas, according as the amount claimed in the suit does or does not exceed £100.

Forms.

74. The forms annexed to these rules shall be followed as nearly as the circumstances of each case will allow; and in cases where no forms are provided, these forms shall be used as guides in framing the forms required.

Fees and Costs.

75. The fees and costs set forth in the schedules hereto annexed, marked I., II., shall be allowed on taxation.

76. Where plaintiff recovers less than the sum claimed, the scale upon which the costs are to be taxed shall be in the discretion of the Court.

Common Law Rules.

77. The rules, orders, practice, and forms in actions in the County Courts shall, subject to these orders, be adopted with reference to Admiralty suits, so far as they shall be respectively applicable.

FORMS.

No. 1.

Preceipe to Institute a Suit.

ADMIRALTY JURISDICTION.

In the County Court of —, holden at —, I, L.M., attorney, hereby institute a suit for [state the nature of the suit] on behalf of [state name, address, and description of plaintiff] against [if the owner or owners be not known, state the owner or owners unknown of the property to which the suit relates, describing its name and nature and where it then is; if known, state name, address, and description of party proceeded against, the name and nature of the property to which the suit relates, and where it is], in the sum of [state sum in letters] pounds. And I consent that all instruments and documents in the said suit may be left for me at [state address required by General Order No. 5], [add, where so desired, and I require the summons to be served by the bailiff of the court].

Dated the — day of —, 18—.

(To be signed by the party, his attorney or his clerk for him.)

No. 2.

Preceipe for Permission for Suit to be heard at a Special Place.

ADMIRALTY JURISDICTION.

(Title of suit.)

In the County Court of —, holden at —, I, X.Z., attorney, do pray that permission may be granted for the hearing of this suit at [here state the name of the place at which and description of the building in which it is desired that the sitting should be held, and if the building is not one in which the County Court ordinarily sits add, and I undertake to hire the use of the said building at my expense, to be allowed as costs in the suit if the Court shall allow thereof].

Dated this — day of —, 18—.

(To be signed by the party, his attorney or his clerk for him.)

No. 3.

Summons.

ADMIRALTY JURISDICTION.

In the County Court of —, holden at —.

[Seal.]

Whereas a suit for [state the nature of the suit] has been instituted in this court, on behalf of A.B., of —, against the owner or owners unknown of the [state description of vessel], called the [name of vessel], (whereof C.D. is now or lately was master), [where suit is against owner or owners unknown of vessel and freight add, and the freight due for the transportation of the cargo now or lately laden therein; or where the suit is against the owner or owners unknown of vessel, cargo, and freight, add instead thereof, and the cargo now or lately laden therein, together with the freight due for the transportation thereof] in the sum of [state sum in letters] pounds.

You are hereby summoned to enter an appearance in the said suit within four clear days of the service hereof.

You are also warned that if you do not enter an appearance as aforesaid, the judge of this court will proceed to hear and determine the said suit, or to make such orders therein as to him shall seem fit.

Dated and sealed this — day of —, 18—.

Registrar of the court.

To the owner or owners of the [state description and name of vessel] and all persons who have or claim to have any right, title, or interest in the said vessel.

N.B. The attorney for A.B. is — of [here state the address given in the preceipe].

No. 4. *Summons.*

ADMIRALTY JURISDICTION.

In the County Court of —, holden at —, A.B., plaintiff [address and description], C.D., defendant [address and description]. [Seal.]

Whereas a suit for [state nature of suit] has been instituted in this Court on behalf of the plaintiff, against you in the sum of [state sum in letters] pounds.

You are hereby summoned to enter an appearance in the said suit within four clear days of the service hereof.

You are also warned that if you do not enter an appearance as aforesaid the judge of this court will proceed to hear and determine the said suit, or to make such orders therein as to him shall seem fit.

Dated and sealed this — day of —, 18—, Registrar of the Court.

To the defendant. N.B.—The attorney for the plaintiff is — of [here state the address given in the procipe].

No. 5.

Warrant of Arrest and Detention.

ADMIRALTY JURISDICTION

(Title of suit.) [Seal.]

In the County Court of —, holden at —. Whereas a suit has been instituted in this court on behalf of A.B. of — against the owner or owners of [state description and name of vessel or property] in the sum of [state sum in letters] pounds. These are therefore to require and order you to arrest the said — and to keep the same under safe arrest, until you shall receive further orders from this Court.

Given under the seal of the Court this — day of — 18—.

By the Court.

Registrar of the Court.

To the high bailiff of the said court and others the bailiffs thereof.

No. 6.

Notice of Sureties.

ADMIRALTY JURISDICTION.

In the County Court of —, holden at —. (Title of suit.)

Take notice that the sureties whom I propose in the above suit are [here state the names and additions of the sureties, whether housekeepers or freeholders, and their residences for the last six months, therein mentioning the county or city, places, streets, and numbers, if any].

Dated the — day of —, 18—.

To A.B. [the party in whose behalf the suit is instituted] or C.D. the attorney of A.B. [the, &c.]

No. 7.

Affidavit of Justification.

ADMIRALTY JURISDICTION.

In the County Court of —, holden at —. (Title of suit.)

I [state name, address, and description] one of the proposed sureties in this suit, make oath and say, that I am worth more than the sum of [state the sum in letters in which bail is to be given] pounds after the payment of all my debts.

(Signature of surety.)

On the — day of —, 18—, the said — was duly sworn to the truth of this affidavit, at —.

Before me.

No. 8.

Bail Bond.

ADMIRALTY JURISDICTION.

In the County Court of —, holden at —. (Title of suit.)

Whereas a suit for — has been instituted in this court on behalf of A.B., of —, against —.

Now therefore we [state names, addresses, and description of sureties] jointly and severally submit ourselves to the jurisdiction of the said Court, and consent that if he [or they]

the said — shall not pay what may be adjudged against him [or them] in the said suit, with costs, execution may issue forth against us, our heirs, executors, and administrators, our goods and chattels, for a sum not exceeding [state sum in letters] pounds.

(Signatures of sureties.)

The bail bond was signed by the said — and the sureties, the — day of —, 18—.

Before me,

Registrar of the Court, or one of his clerks.

No. 9.

Order of Release.

ADMIRALTY JURISDICTION.

(Title of suit.) [Seal.]

In the County Court of —, holden at —. You are hereby authorized and directed to release the — now under arrest of this Court by virtue of its warrant, upon the payment of all costs, charges, and expenses attending the custody thereof.

Given under the seal of the Court, this — day of —, 18—.

By the Court.

Registrar of the Court.

To the high bailiff of the said Court and others the bailiffs thereof.

No. 10.

Procipe to enter an Appearance.

ADMIRALTY JURISDICTION.

In the County Court of —, holden at —. (Title of suit.)

I, R. S., attorney, hereby enter an appearance on behalf [state name, address, and description of party] in the suit for [state nature of suit] which has been instituted in this court on behalf of [state name, address, and description of plaintiff] against [state against whom the suit is instituted]. And I consent that all instruments and documents in the suit may be left for me at [state address required by General Order No. 11].

Dated the — day of —, 18—.

(To be signed by the defendant his attorney or his clerk for him.)

No. 11.

Notice of Hearing.

ADMIRALTY JURISDICTION.

In the County Court of —, holden at —. (Title of suit.) [Seal.]

Take notice that this suit will be heard at a court to be held on the — day of —, at [here state where Court is to be held], at the hour of — o'clock in the — noon.

Dated and sealed this — day of —, 18—.

Registrar of the Court.

To the plaintiff and defendant.

No. 12.

Order of Transfer to High Court of Admiralty.

ADMIRALTY JURISDICTION.

In the County Court of —, holden at —. (Title of suit.) [Seal.]

Whereas it appears that the subject of this suit exceeds the limit in respect of amount of the Admiralty jurisdiction of this Court [or state otherwise as the case may be], it is ordered that this suit be transferred to the High Court of Admiralty together with the proceedings that have been had therein in this court.

Given under the seal of the court, this — day of —, 18—.

By the Court.

Registrar of the Court.

No. 13.

Order of Transfer to County Court or the High Court of Admiralty.

ADMIRALTY JURISDICTION.

In the County Court of —, holden at —. (Title of suit.) [Seal.]

Whereas it hath been made to appear that the suit could

be more conveniently prosecuted in the county court of — holden at —, appointed to have Admiralty jurisdiction [or in the High Court of Admiralty], it is ordered that this suit be transferred to the said court, together with the proceedings that have been had therein in this court.

Given under the seal of the court this — day of —, 18—.

By the Court.

Registrar of the Court.

No. 14.

Final Decree or Order.

ADMIRALTY JURISDICTION.

In the County Court of —, holden at —.

(Title of suit.)

[Seal.]

It is this day decreed that the plaintiff *A. B.*, of —, do recover against the defendant [or defendants] *C. D.*, of —, the sum of — pounds [in a suit for salvage, for services rendered to the above vessel; or in a suit for towage, for services rendered in towing the said vessel; or in a suit for necessities, for necessities supplied to the said vessel; or in a suit for wages, for wages in respect of services rendered on board the said vessel; or in a suit for damage to cargo, for damage caused to the cargo carried in the said vessel; or in a suit for damage by collision, for damage caused to the said vessel by the defendant's vessel the [the description and name of the vessel which caused the damage], together with the costs of this suit.

And it is ordered that the defendant [or defendants] do pay the same to the plaintiff or his attorney within — days [add where the name of the defendant is known, and that in default thereof the registrar shall, upon the application of the plaintiff or his attorney, issue a warrant of execution against the vessel or property of the defendant].

Given under the seal of this court, this — day of —, 18—.

By the Court.

Registrar of the Court.

No. 15.

Præcipe for a Warrant of Execution.

ADMIRALTY JURISDICTION.

In the County Court of —, holden at —.

(Title of suit.)

[Seal.]

I. S. R., attorney, do require a warrant of execution to issue against the goods of *C. D.*, of —, who was ordered by decree of this Court of the — day of —, 18—, to pay to the plaintiff or myself, as his attorney, the sum of — pounds for [here insert for what the sum was ordered to be paid], and who has not paid the said sum as so ordered.

Dated the — day of —, 18—.

(Signature of attorney.)

No. 16.

Warrant of Execution against the Vessel or Property of Defendant.

ADMIRALTY JURISDICTION.

In the County Court of —, holden at —.

[Seal.]

(Title of suit.)

Whereas on the — day of —, 18—, the plaintiff obtained a decree in this court against the defendant for the sum of £— for — and costs; and it was thereupon ordered by the Court that the defendant should pay the same to the plaintiff on the — day of —.

And whereas default has been made in payment according to the said order. These are therefore to require and order you to aid to make and levy by distress and sale of the goods and chattels of the defendant, whosoever they may be found within the district of this court (except the wearing apparel and bedding of him or his family, and the tools and implements of his trade, if any, to the value of five pounds), the sum stated at the foot of this warrant, being the amount due to the plaintiff under the said order, including the costs of this execution; and also to seize and take any money or bank notes (whether of the Bank of England or of any other bank), and any cheques, bills of exchange, promissory notes, bonds, specialties, or securities for money of the defendant which may there be found, or

such part or so much thereof as may be sufficient to satisfy this execution, and the costs of making and executing the same, and to pay what you shall have so levied to the registrar of this court, and make return of what you have done under this warrant immediately upon the execution thereof.

Given under the seal of the Court, this — day of —, 18—.

By the Court,

Registrar of the Court.

To the high bailiff of the said court, and others the bailiffs thereof.

No. 17.

Order for Transfer of Sale to High Court of Admiralty.

ADMIRALTY JURISDICTION.

In the County Court of — holden at —.

(Title of suit.)

[Seal.]

Whereas in a suit instituted in this court on behalf of *A. B.*, of —, against [state name of defendant] the judge of this court has ordered [here insert the terms of the decree or order]. And whereas the plaintiff [or defendant] in the said suit is desirous that the sale of the vessel should be conducted in the High Court of Admiralty, and has given security for the sum of ten pounds. Now *I. A. B.*, attorney, pray that an order to transfer the proceedings for sale to the said High Court of Admiralty do issue.

Dated the — day of —, 18—.

Signature of attorney.

I hereby certify that the security above mentioned has been duly completed.

Registrar of the Court.

I hereby order the transfer to be made as prayed.

Judge of the Court.

No. 18.

Præcipe for paying in Money.

ADMIRALTY JURISDICTION.

(Title of suit.)

In the County Court of —, holden at —.

I. A. B., of —, do pay the sum of [state sum in letters] pounds into court in this suit at the request and by the authority of —, he having agreed to pay [or tender] the same in settlement of the claim of the plaintiff [or as the law may be].

Dated the — day of —, 18—.

(To be signed by the party, his attorney, or his clerk for him.)

No. 19.

Summons to Assessors.

ADMIRALTY JURISDICTION.

[Seal.]

In the county court of —, holden at —.

(Title of suit.)

You are hereby summoned to appear and serve as an assessor in this court at the —, on the — day of —, 18—, at the hour of — in the — noon, to assist the judge of this court in the hearing and determining of this suit, and in default of attendance you will be liable to a penalty of a sum not exceeding five pounds, under section 15 of the County Courts Admiralty Jurisdiction Act, 1868.

Dated and sealed this — day of —, 18—.

Registrar of the Court.

To —, of

No. 20.

Order fining an Assessor for Non-attendance.

ADMIRALTY JURISDICTION.

In the County Court of —, holden at —.

(Title of suit.)

[Seal.]

Whereas — was duly summoned to appear and serve as an assessor at a court holden at — on the — day of —, 18—, and whereas he has neglected, without sufficient cause shown, to appear and serve as required. It is hereby ordered that he shall, forthwith [or on the — day of —, 18—] pay to the registrar of this Court a fine of £— for such neglect.

Given under the seal of the Court this — day of —, 18—.

By the Court.

Registrar of the Court.

No. 21.

CIRCUIT No.

ADMIRALTY JURISDICTION.

NOTE OF FINAL DECREE OR ORDER, made on the day of 18, Under 31 & 32 Vict. c. 71, s. 24, and General Order, No. 33. In the COUNTY COURT of holden at [Seal.]

NATURE OF SUIT.

	Surname.	Christian Name.	Place, Street, &c., of Residence or Place of Business.	County.	Description.
Plaintiff.					
Defendant.*					

NOTE OF FINAL DECREE OR ORDER.

I hereby certify that the above is a correct note.

Dated this day of 18

Registrar.

(This return must be made on a half-sheet of foolscap paper.)

* Where not known, state "the owners of the vessel named the"

No. 22.
ADMIRALTY SUITS BOOK.
Fro forms.

SCHEDULE I.
FEES to be taken in COUNTY COURTS having ADMIRALTY JURISDICTION.

DATE.			
Day.	Month.	Year.	
10	Feb.	1869	Suit for damage by collision, instituted on behalf of A. B., of —, against the owner or owners, unknown, of a schooner named "The Kate," lying at —, within the district of the court, in the sum of £200. Attorney for the plaintiff, Mr. L. M., of —.
10	Feb.	1869	Application made for arrest; affidavit filed; warrant issued, the evidence being satisfactory.
11	Feb.	1869	Application for judge's permission for suit to be heard at —.
13	Feb.	1869	Permission granted.
16	Feb.	1869	Appearance entered by C. D., of —, attorney for defendant, R. S., of —.
16	Feb.	1869	The suit having been heard the Court decreed that [here set forth the decree]. If any further proceedings had they should be entered in same manner.

Fees to be taken by Registrar and accounted for and paid over to the Treasurer.

On every institution of a suit sixpence in the pound, and on the hearing of the same an additional fee of sixpence in the pound on the amount claimed, where it does not exceed fifty pounds; and where it does exceed fifty pounds, then five shillings additional on the institution, and on the hearing of the suit for every fifty or fraction of fifty pounds claimed over and above the first fifty pounds. Where the Court is to be held beyond three miles from the Registrar's office, then an additional fee of one shilling for each mile from the office to the place of sitting.

Fees to be taken by the Registrar for his own use.

Where the Amount claimed		
Does not exceed £20.	Exceeds £20 and does not exceed £100.	Exceeds £100.
£ s. d.	£ s. d.	£ s. d.

On every institution of suit, & summons thereon	0 2 6	0 5 0	0 7 6
" of a vessel	0 2 6	0 5 0	0 7 6
" release	0 2 6	0 5 0	0 7 6
" bail bond	0 2 6	0 5 0	0 7 6
" affidavit of justification	0 1 0	0 2 6	0 2 6
" subpoena	0 1 0	0 2 6	0 3 0
" notice of hearing each	0 1 0	0 1 6	0 2 6
Summons for the attendance of assessor at the hearing of any suit	0 0 6	0 1 6	0 2 6
For every order of transfer	0 5 0	0 10 0	0 15 0
Where a court is to be held specially for the hearing of a suit under Rule 3	0 15 0	1 5 0	1 15 0
Where the Court is to sit for the hearing or part hearing of a suit beyond three miles from registrar's office, then in addition	0 15 0	0 15 0	0 15 0

MEM. TO BE PLACED AT FOOT OF EVERY SUMMONS, NOTICE, DECREE, ORDER, WARRANT, OR ANY OTHER PROCESS OF THE COURT.

Hours of attendance at the office of the registrar [place of office] from ten till four o'clock, except on [here insert the day on which the office will be closed], when the office will be closed at one o'clock.

Scale of Allowances to Witnesses.

	£ s. d.	£ s. d.
Gentlemen, merchants, bankers, and professional men, per diem	0 10 0	to 1 0 0
Tradesmen, auctioneers, accountants, clerks, and yeomen, per diem	0 5 0	to 0 10 0
Artisans and journeymen, per diem	0 3 0	to 0 5 0
Labourers, and the like, per diem	0 2 0	to 0 3 0
Females, according to station in life	0 2 0	to 0 10 0
Travelling expenses, sum reasonably paid, but not more than sixpence per mile, one way.		
If the witnesses attend in more than one suit, they will be entitled to a proportionate part in each suit only.		

Fees to be taken by the Registrar for his own use.	Where the amount claimed			Fees to be taken for the use of the High Bailiff.	Where the Amount claimed		
	Does not exceed £20.	Exceeds £20 and does not exceed £100.	Exceeds £100.		Does not exceed £20.	Exceeds £20 and does not exceed £100.	Exceeds £100.
	£ s. d.	£ s. d.	£ s. d.		£ s. d.	£ s. d.	£ s. d.
Mileage one way from office to place of sitting, for each mile.....	0 0 6	0 0 6	0 0 6	For service of summons or subpoena, if served within three miles of registrar's office	0 3 6	0 5 0	0 5 0
When the registrar cannot return the same night ...	1 1 0	1 1 0	1 1 0	If served beyond three miles of registrar's office, reasonable expenses for travelling and maintenance ...	—	—	—
For drawing final decree ...	0 7 6	0 10 0	0 15 0	Attendance on Court if required by judge, where court is to be held specially for the hearing of a suit under Rule 3	0 5 0	0 10 0	0 15 0
For filing an affidavit or other document, not being a document annexed to an affidavit	0 0 6	0 1 0	0 1 0	On execution of a warrant of arrest of a vessel or property	0 10 0	0 15 0	1 0 0
For every office copy of a document in the English language..... per folio	0 0 4	0 0 4	0 0 4	On keeping possession of a vessel or property to include the cost of a vessel keeper, if required..... per day	0 3 6	0 5 0	0 5 0
For office copies of papers in a foreign language, or of shorthand writers' or reporters' notes, or of abstracts or translations made in the office, in addition to the above fees, the charges of the copyist, shorthand writer, reporter, or translator	—	—	—	If execution had at a greater distance than three miles from registrar's office, reasonable expenses for travelling and maintenance	—	—	—
On a receipt for money or for papers (only one fee to be taken however many may be the papers delivered in at one time)	0 0 6	0 1 0	0 1 0	On sale of vessel or property, including inventory, for every £50 or fraction thereof.....	0 10 0	0 10 0	0 10 0
Poundage on monies paid out of the office in any suit for every £50 or fraction thereof	0 2 0	0 5 0	0 5 0	For service of summons of commitment	0 2 0	0 5 0	0 10 0
From a person who is not a party in the suit, nor his attorney, nor the clerk of the attorney, on examining the court books in respect of any suit	0 1 0	0 1 0	0 1 0	Execution of warrant against body or goods.....	0 10 0	1 0 0	1 10 0
For every summons of commitment	0 1 6	0 3 0	0 5 0	Conveyance to gaol, per mile	0 0 0	0 1 0	0 1 6
For every warrant against the body or goods or order of sale of vessel ...	0 2 6	0 5 0	0 7 6	To the appraiser for appraisal of a vessel, including inventory.	Ten shillings per cent. on the appraised value of the property, with reasonable expenses for travelling and maintenance if the vessel is beyond three miles from registrar's office.		
For making and transmitting note of any decree or order under rule 3d	0 1 6	0 2 6	0 3 6	SCHEDULE II.			
On examining the documents in a suit in which no proceedings are pending, and which has been terminated within the last two years.....	0 1 6	0 2 6	0 2 6	COSTS AND CHARGES to be paid to COUNSEL AND ATTORNEYS-AT-LAW under the COUNTY COURTS ADMIRALTY JURISDICTION ACT, 1868, between party and party.			
Ditto ditto if beyond that period	0 2 0	0 3 6	0 3 6		Lower Scale, not exceeding £100.	Higher Scale, above £100.	
For every sitting in which the registrar is employed as an examiner	—	0 7 0	0 10 0		£ s. d.	£ s. d.	
When the sitting is longer than one hour, then for every additional hour or part of an hour	—	0 5 0	0 7 0	Instructions to sue or defend	0 10 0	0 15 0	
Where the registrar shall be required to attend elsewhere than at the court or office, in addition to the above	—	0 10 0	1 0 0	Application for substituted service ...	0 4 0	0 5 0	
Mileage one way from the office to place of examination, for each mile	—	0 0 6	0 0 6	Attendance on the registrar, filling up and leaving praecipe, and obtaining the document or instrument for which the praecipe was required, including the getting the seal of the Court affixed	0 6 8	0 10 0	
For taxation of costs.....	—	0 5 0	0 7 0	Serving any notice or summons on a party or his attorney, including copy thereof.....	0 3 6	0 5 0	
				If served beyond three miles of registrar's office, reasonable expenses for travelling and maintenance.....			
				Examining and taking minutes of evidence of each witness afterwards allowed by the judge (whether counsel employed or not)	0 3 4	0 5 8	
				If above six folios, for every additional folio	0 1 0	0 1 0	
				Drawing brief, per folio	0 1 0	0 1 0	

	Lower Scale, not exceed- ing £100.	Higher Scale, above £100
	£ s. d.	£ s. d.
Copy brief, per folio, and necessary documents to accompany same	0 0 4	0 0 4
Attending counsel therewith	0 3 4	0 3 4
Fee to counsel and clerk, sum paid not exceeding	3 5 6	5 10 0
If conference with counsel allowed, appointing it and attending counsel ...	0 10 0	0 13 4
Fee to counsel and clerk on conference	1 6 0	1 6 0
Attending court on trial, with counsel	0 13 4	1 1 0
Attending court and conducting suit, where no counsel employed	1 10 0	2 2 0
Where judgment is deferred, attending court to hear it	0 6 8	0 6 8
Witnesses' expenses, according to scale in force.		
<i>Occasional Costs.</i>		
Lodging order of transfer	0 10 0	0 16 8
Notice of application for a new trial, or to set aside proceedings, including copies or duplicate originals and service, and attending registrar of the court therewith, such notices and copies being signed by the attorney	0 6 8	0 13 4
Any attendance which the registrar may think was necessary	0 3 4	0 6 8
All necessary affidavits, not exceeding five folios, including filing, each	0 5 0	0 5 0
For every additional folio	0 1 0	0 1 0
Oath (sum paid).		
Attending court to support or oppose any application or motion without counsel	1 1 0	1 1 0
Attending in the last-mentioned cases with counsel	0 15 0	0 15 0
Fee to counsel and clerk not exceeding	1 3 6	2 4 6
Attorney's travelling expenses to attend court or an examiner, where the place of sitting in either case is beyond three miles of the registrar's office, one way	0 0 6	0 0 6
Where, in the opinion of the registrar, he cannot return the same night, in addition to the above mileage	1 11 6	1 11 6
Any attendance on an examiner, which the registrar may, upon taxation, think was necessary	0 5 0	0 7 0
When the attendance is longer than one hour, then for every additional hour or part of an hour	0 4 0	0 6 0
Drawing all necessary documents per folio	0 1 0	0 1 0
Plans and charts to be allowed by special order of judge, not exceeding	2 2 0	3 3 0
Attending taxing costs	0 5 0	0 7 0
All necessary copies, per folio	0 0 4	0 0 4
Letters and messages (to be allowed once in the suit only)	0 5 0	0 10 0
<i>COSTS OF THE DAY ON ADJOURNMENT.</i>		
Attending court where no counsel employed	0 15 0	1 0 0
Attending with counsel	0 10 0	0 15 0
Refresher fee to counsel and clerk, not exceeding	1 3 6	2 4 6
Witnesses' expenses same as on trial.		
<i>COSTS ON APPEAL.</i>		
Preparing notice of appeal, including copies and service	0 7 0	0 10 0
Application to stay proceedings	0 7 0	0 10 0
Transmitting case and copies, including notice to successful party	0 5 0	0 7 0
Application to judge for leave to proceed on judgment	0 5 0	0 7 0
Depositing decree or order of Court of Appeal	0 3 0	0 4 0

N.B.—The registrar is to tax the bills of costs of defendants upon the lower scale when the suit is for a sum not exceeding £100, and upon the higher when it exceeds £100; and the bills of costs of plaintiffs upon the lower scale when the sum recovered does not exceed £100, and upon the higher when it exceeds £100, unless in either case the judge shall otherwise order.

COSTS BETWEEN ATTORNEY AND CLIENT

shall be allowed on the above scale, with such additions thereto as the registrar may on consideration of special circumstances think fit to allow.

IN SUITS ENTERED IN THE COURT BY AGREEMENT OF PARTIES

under paragraph 4 of section 3 of the County Courts Admiralty Jurisdiction Act, 1868, the costs shall be allowed on the scale of costs allowed in the High Court of Admiralty if the attorneys shall agree in the memorandum that they shall be so allowed, and if no such agreement shall be made, then according to the County Court Admiralty scale as between attorney and client.

HATHERLEY, C.

R. PHILLIMORE, Judge of the High Court of Admiralty.

JAMES STANFELD, Jr. Commissioner of the Treasury.

LANDSDOWNE, Do. Do.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

PRELIMINARY EXAMINATION.

The Preliminary Examination in General Knowledge will take place on Wednesday the 7th and Thursday the 8th July, 1869, and will comprise:—

1. Reading aloud a passage from some English author.
2. Writing from dictation.
3. English Grammar.
4. Writing a short English composition.
5. Arithmetic—A competent knowledge of the first four rules, simple and compound.
6. Geography of Europe and of the British Isles.
7. History—Questions on English History.
8. Latin—Elementary knowledge of Latin.
9. 1. Latin. 2. Greek, Ancient or Modern. 3. French. 4. German. 5. Spanish. 6. Italian.

The Special Examiners have selected the following books, in which candidates will be examined in the subjects numbered 9 at the Examination on the 7th and 8th July, 1869:—

In Latin . . . Cicero, Pro Milone, or Horace, Odes, Book III.

In Greek . . . Xenophon, Memorabilia, Book I.

In Modern Greek . . . Βυζαντινὴ Γραμματικὴ τῆς Ἀρχαίας Γραμματικῆς.

In French . . . Lesage, Gil Blas de Santillane, Books VIII., IX., and X.; or Racine, Phèdre.

In German . . . E. Lessing, Emilia Galotti; or Schiller, Wilhelm Tell.

In Spanish . . . Cervantes, Don Quixote, cap. xv. to xxx., both inclusive, or Moratin, El Si de las Ninas.

In Italian . . . Manzoni's I Promessi Sposi, cap. i. to viii., both inclusive, or Tasso's Gerusalemme, 4, 5, and 6 cantos; and Volpe's Eton Italian Grammar.

With reference to the subjects numbered 9, each candidate will be examined in one language only, according to his selection. Candidates will have the choice of either of the above-mentioned works.

The examinations will be held at the Incorporated Law Society's Hall, Chancery-lane, London, and at some of the following Towns:—Birmingham, Brighton, Bristol, Cambridge, Cardiff, Carlisle, Carmarthen, Chester, Durham, Exeter, Lancaster, Leeds, Lincoln, Liverpool, Maidstone, Manchester, Newcastle-on-Tyne, Oxford, Plymouth, Salisbury, Shrewsbury, Swansea, Worcester, York.

Candidates are required by the Judges' Orders to give one calendar month's notice to the Incorporated Law Society, before the day appointed for the examination, of the language

in which they propose to be examined, the place at which they wish to be examined, and their age and place of education. All notices should be addressed to the Secretary of the Incorporated Law Society, Chancery-lane, W.C.

EXAMINATIONS AT THE INCORPORATED LAW SOCIETY.

Hilary Term, 1869.

FINAL EXAMINATION.

At the examination of candidates for admission on the roll of attorneys and solicitors of the superior courts, the examiners recommended the following gentlemen, under the age of 26, as being entitled to honorary distinction:—

COURTNEY STANHOPE KENNY, who served his clerkship to Messrs. Rudd & Kenny, of Halifax; Messrs. Adam & Emmet, of Halifax; and Messrs. Watson, & Emmet, of London.

FRANK BACON GREY, who served his clerkship to Messrs. Dibb & Atkinson, of Leeds; and Messrs. Hawkins, Paterson, Snow, & Burney, of London.

WILLIAM HENRY BROOK, who served his clerkship to Mr. John William Danby, of Lincoln; and Messrs. Hawkins, Paterson, Snow, & Burney, of London.

EDWARD WILLIAM BEAL, B.A., who served his clerkship to Messrs. Williams & James, of London.

The Council of the Incorporated Law Society have accordingly awarded the following prizes of books:—

To Mr. Kenny, the prize of the Honourable Society of Clifford's-inn; and also as a mark of peculiar distinction, one of the prizes of the Incorporated Law Society.

To Mr. Grey, the prize of the Honourable Society of Clement's-inn.

To Mr. Brook and Mr. Beal, prizes of the Incorporated Law Society.

The examiners also certified that the following candidates, under the age of 26, whose names are placed in alphabetical order, passed examinations which entitle them to commendation:—

JAMES WILCOX ALSOP, B.A., who served his clerkship to Messrs. Avison, Boulton, & Maples, of Liverpool.

JAMES ANDREW CORBETT, who served his clerkship to Messrs. Leard & Sherley, of Cardiff.

CHARLES COSTECKER, who served his clerkship to Messrs. Dawes & Sons, of London.

HERBERT CRAMMER HARVEY, B.A., who served his clerkship to Messrs. Whitley & Maddock, of Liverpool.

HENRY JOHN OSBORNE, who served his clerkship to Messrs. Pinchard & Shelton, of Wolverhampton; and Messrs. Smith, Fawdon, & Low, of London.

THOMAS PRICHARD, who served his clerkship to Messrs. Blandy & Blandy, of Reading; and Messrs. Gregory, Rowcliffes, & Rawle, of London.

WILLIAM WOOD, B.A., who served his clerkship to Mr. Daniel Dunnott, of Uttoketer; and Messrs. Field, Roscoe, Field, & Francis, of London.

LLEWELYN MALCOLM WYNNE, who served his clerkship to Mr. Llewellyn Wynne, of London.

ARTHUR YOUNG, LL.D., who served his clerkship to Messrs. Thomas Young & Son, of London.

The council have accordingly awarded them certificates of merit.

The examiners further announced to the following candidate, that his answers to the questions at the examination were highly satisfactory, and would have entitled him to a certificate of merit if he had not been above the age of 26:—

EDWARD ARGYLE, who served his clerkship to Mr. Thomas Argyle, of Tamworth.

The number of candidates examined in this term was 113; of these 102 passed and 11 were postponed.

MANCHESTER LAW CLERK'S FRIENDLY SOCIETY.—A soiree, in celebration of the 20th anniversary of this society, was held on Monday, at the Trevelyan Hotel, H. W. West, Esq., Q.C., M.P., Recorder of Manchester, in the chair; supported by Messrs. J. B. Torr, James Cottingham, Thomas H. Jordan, R. M. Pankhurst, John Lancelotti, barristers-at-law; James Street, solicitor, and John Mountain, deputy registrar of the Court of Record. There was a numerous attendance of the members of the society, their wives, and friends. The secretary of the society read the annual report, from which it appeared that the number of members amounts to one hundred and twelve, and the assets to upwards of £1,200.

COURT PAPERS.

COURT OF CHANCERY.

CAUSE LIST.

Sittings after Hilary Term, 1869.

Before the LORD CHANCELLOR and the LORDS JUSTICES.

Appeals.

- | | |
|---|---|
| 1867. | Fowler v Fowler (R.—Jan. 23) |
| Forbes v Steven, Mackenzie v | Brown v Bell (R.—Jan. 23) |
| Forbes, Forbes v Bowman | Hurst v Green (R.—Jan. 23) |
| (W.—June 15) | Martin v Powning (S.—Jan. 23) |
| 1868. | Martin v Powning (S.—Jan. 23) |
| Downs v Herne Bay, Hampton | Losack v Robins (J.—Jan. 26) |
| and Reculver Fishery Co. (S.—Aug. 8) | The Hope Mutual Life Assurance and Honesty Guarantee Society v Edwards (R.—Jan. 27) |
| 1869. | Craven v Craddock (R.—Jan. 27) |
| Att-Gen. v Master Fellows, &c., Sydney Sussex College, Cambridge (R.—Jan. 15) | Stiff v Local Board of Eastbourne (S.—Jan. 29) |
| Att-Gen. v Master Fellows, &c., Sydney Sussex College, Cambridge (R.—Jan. 15) | Reeve v Whitmore, Martin v Whitmore (M.—Feb. 1.) |
| Cruse v Paine (G.—Jan. 11) | Williams v Walters (S.—Feb. 4) |
| Mills v Trumper (S.—Jan. 14) | Att-Gen. v Stroud (S.—Feb. 4) |
| Matterson v Elderfield (G.—Jan. 15) | |
| Hicks v Powell (G.—Jan. 15) | |

Before the MASTER OF THE ROLLS.

Cases, &c.

- | | |
|---|---|
| Collins v Collins. m d | Stanfeld v De Crespigny. m d |
| Newbery v The Commissioners of her Majesty's Works and Public Buildings. m d | Dell v Friend. c, set down at request of defendants |
| Villiers v Dierden. m d | Bennett v Bennett. m d |
| Tricks v Hobbs. m d | Iago v O'Dogherty. m d |
| Thwaites v Thwaites. m d | Cartwright v Ridley. f c |
| Simpson v Ring. m d | Swann v Jones. m d |
| Swan v Oliver. m d | Dalton v Kemp. f c & s to vary |
| Speary v Speary. c | Pratt v Spooner. m d |
| Long v Iggulden. m d | Armitage v Ashton. f c |
| The Madrid Bank (Limited) v Pelly. m d | The Agra Bank (Limited) v Barry. m d |
| Bowen v Handley. m d | In re Jenkins, deceased, Prosser v Jenkins. f c |
| Clark v Eversfield. m d | Hardwick v Yates. m d |
| Greenwood v Smith. m d | Banks v Barnes. f c |
| Meryett v Martin. m d | Cooper v Dixon. m d |
| Margrave v Harries. m d | Terry v Jay. c |
| Gwynne v Gell. c | In re Mackenzie, Drummond v Oakes. f c |
| Stewart v Gladstone. f c & pet | Lancaster v Lancaster. f c |
| Cadbury v Smith. m d | Jackson v Henderson. f c |
| Crickmore v Freestone. m d, pt hd | Hale v The Metropolitan Ry. Co. c |
| Crosley v Dixon. c (Feb. 11) | Smith v Waguelin. m d |
| Bigge v Darnell. c | Clark v Shirley. m d |
| Harrington v The Millwall Iron Works, Shipbuilding & Graving Docks Co. (Limited) m d, w | Weston v Thompson. m d |
| Roberts v The Great Eastern Ry. Co. m d | Hickley v Markham. m d |
| Peters v Elliott. c, w (Feb. 10) | Bliss v Alexander. f c |
| Thorncroft v Wells. c, w (Feb. 10) | Tibbitts v Dickson. m d |
| Boar v Weymouth. m d | Avison v Deane. m d |
| Parsons v Freeman. m d | Bingley v Powtreys. m d |
| Cumming v The Metropolitan Ry. Co. m d | Keene v Holdway. m d |
| Frisby v Smith. f c | Tann v Tann, Gravatt v Tann. f c & s |
| Mathews v Lewis. c deft A. | Physick v Harvey. m d |
| Lewis to be cross-examined. (Feb. 16) | Grissell v Money. m d |
| Cameron v Campbell. f c & s to vary | Webb v Wyld. c |
| Ayling v Beattie. m d | Reese River Silver Mining Co. v Atwell. m d |
| In re Grave, Jocelyne v Wade. f c | Boachey v Hooper. m d |
| Moryoseph v Moryoseph. m d | Hawes v Wilson. c pro con |
| Dixon v Morley. f c | Sutcliffe v Knowles, Gubbins v Knowles. f c |
| Bindley v Mullaney. c | Ashton v Ashton. f c |
| Boileau v King. f c | Eyton v The Denbigh & Ruthin & Corwen Ry. Co. f c |
| Bowen v Barlow. c | Boyes v Foulkes. m d |
| The Land Credit Co. of Ireland (Limited) v Fernoy. m d | Downs v Wharton. m d |
| In re John's Estate, Griffiths v John. f c | Ford v Watkin. m d |
| Foster v Pullen. m d | Ackroyd v Ackroyd. f c |
| | Leck v Leck. f c |
| | Maclean v Ford. m d |
| | Thompson v Moss. m d |

Before the Vice-Chancellor SIR JOHN STUART.

Causes, &c.

Mediterranean Hotel Co. Anthony v Lewis. f c
 (Limited) v Rayment. m d
 Duncan v Pond. f c
 O'Malley v Blease. m d pt hd
 (1st cause day after term)
 Lamprell v Mortlock. c, wit
 Fox v Amberst, Conyers v
 Harvey, Fox v Neville, Fox
 v Fox. f c
 Woodhouse v Woodhouse. m d
 Langley v Bates. m d, pt hd
 Clark v Clark. f c
 Coggan v Whitby. m d
 Ackers v Ackers. f c & s
 The Tamar Coal, Manure &
 General Mercantile Co. v
 Humphreys. m d
 Seard v Marshall. c
 Evans v Lloyd. m d
 Dear v Verity. c (3rd cause
 day)
 Wolf v Vanderzee. c, wit
 Cook v Addison. m d, wit
 Burd v Burd. sub f c
 Ellis v Webb. m d
 Rowe v Langley. f c
 Lowe v Liddell. c
 Astley v Thorncroft. f c
 Symonds v Gray. f c
 Norbury v Johnson. f c
 Statuly v Kepp. f c
 Clark v Wilson. f c
 Walker v Cole. m d
 Wriford v Glubb. f c
 Wriford v Wriford. f c & s
 Lamb v Lambert. m d
 Matveiff v De Vecchi. m d
 Morris v Dickson. m d
 Turner v Turner. f c
 Parnaby v Moore. m d
 Mills v Pickstone. m d
 Macann v Borradaile. c
 Wright v Tanner. f c
 Perrin v Metropolitan Ry.
 Co. m d
 Beaumont v Farrer. f c & s
 Cooper v Gordon. m d
 Shortridge v Howell. f c
 Wright v Carr. c
 Esin v Sadler. m d
 Lockwood v Ellman. f c
 Pearson v Briggs. f c & s
 Clitherew v Lascelles. c
 Archbutt v Archbutt. f c
 Mugeridge v Britten. f c
 & s
 Guyton v Short. f c
 Ewart v Chubb. f c
 Fallows v Slatter. c app from
 Huntingdon County Court
 Fendall v Emery. m d

Before the Vice-Chancellor Sir RICHARD MALINS.

Causes, &c.

Hoard v Pilley. dem of
 deft W. Pilley
 Same v Same. dem of Sug-
 den
 Johnson v Hodgson. c, wit
 International Bank (Limited)
 v Gladstone. m d
 Paton v Chadish. m d
 Justice v Payne. m d
 Marriott v Abell. f c, pt hd
 Parker v Watson. c
 Finsent v The Vestry of the
 Parish of Kingstons. m d
 Watson v Newstead. m d
 Brydon v Willett. m d
 Dixon v Holden. m d
 Hunt v Tween. m d
 Symes v The Cambrian Ry.
 Co. c
 Miers v Whiteley. m d
 (Feb. 10)
 Dickinson v Barclay. m d,
 pt hd
 Marks v Marks. c
 Taylor v Dowlen. m d
 Bates v Gaylor. m d
 Bastard v Paige. sp c
 Perrin v Burbey. m d & s
 Moore v Brown. sp c
 The London & North Western
 Ry. Co. v The Metropolitan
 Ry. Carriage & Wagon Co.
 (Limited). m d
 Mann v Grylls. m d
 Balmer v Hunter. c
 Goodford v The Stonehouse &
 Nailsworth Ry. Co. m d
 Page v Wisden. m d, Plaintiff
 to be cross-examined
 Appleton v Rowley. f c
 Main v Fleming. m d
 Nichols v Somerville. m d
 Penny v Penny. m d
 Morgan v Thomas. m d
 Narrows v Beattie. m d
 Gough v Kitty. m d
 Landon v Judge. m d
 Aylward v Dedman. f c
 Agra Bank v Symons. m d

Hodgkinson v Woolliscroft.

m d
 Ponsford v Widnell. m d
 Cutler v Savill. m d
 Pattenson v Sutton. m d
 Deakin v Spittle. f c
 Chapman v Hodgkin. m d
 Alston v Orme. f c
 Reay v Skilbeck. f c
 Catling v The Great Northern
 Ry. Co. m d
 Braddon v Kelly, Braddon v
 Gueritore. sub f c
 Best v Minna. c
 Skirrow v Skirrow. f c
 Agra Bank (Limited) v The
 Queensland Sheep Investment
 Co. (Limited). c
 Crossley v Dornier. c
 Green v Taylor. m d
 Wrench v Wynne. f c
 Denney v Wenn. m d
 Wadsworth v Johnson. m d
 Inglis v Cave. c
 Hill v Royds. m d
 Cahill v Moreton. c
 Marling v The Stonehouse &
 Nailsworth Ry. Co. m d
 Langton v Garniss. m d
 Jacobs v Crick. m d
 Brittan v Smallpiece. f c
 Shaw v Wilson. f c
 Pronje v Matthews. m d
 Gardner v Durrant. c, wit,
 pt hd
 Lewis v Matthews. f c
 Briant v Tebbutt. f c
 Martin v Webster. m d
 Thody v Jones. m d
 Catling v Gardner. c
 Brune v Sawle. sp c
 Etchells v Williamson. m d
 Smith v Shepherd. sp c
 Earl of Jersey v The Briton
 Ferry Floating Dock Co.
 m d
 Wilson v The Tottenham and
 Hampstead Junction Ry.
 Co. c
 Barclay v The Metropolitan
 Ry. Co. c
 Hobson v Aspinall. m d
 Savage v Savage. m d
 The Salisbury & Dorset Junction
 Ry. Co. v Churchill. c
 In re Peterson's Estate, Peter-
 son v Peterson. f c
 Jodrell v Stratton. m d
 Stollworthy v Sanicroft. f c
 Hammond v Hammond. m d
 Nowell v Nowell. c
 Jarvis v Mitchell. m d
 Shuter v Hill. f c
 Lowenthal v Dand. c
 D'Altoyrac v Long. m d
 Butler v Gray. sp c
 Kingsford v Butler. m d
 Ayres v Emerton. m d
 Stronach v Field. c
 Townsend v Metcalfe. f c
 Johnston v Brown. sp c
 Turnbull v Garden. c
 Haig v Haig. m d
 Sparling v Clarson. c
 Platt v Steadman. m d

Earl Beauchamp v Winn. c,

wit
 Gibbins v Eyden. m d
 Rattay v Cleobury. m d
 Ridgway v Graves. m d
 Owen v Owen. f c
 Allen v Bonnett. m d
 Sutton v Hoylake Ry. Co. m d
 Russell v Russell. m d
 Robinson v Reed. c
 Sutcliffe v Howard. m d
 The Portsmouth, Portsea,
 Gosport, & South Hants
 Banking Co. v Beldham. f
 c & s to vary
 Lawton v Parker. m d
 Dickinson v Burgess. m d
 Weeks v Jackson. c, wit
 Empson v Rhodes. m d
 Jodrell v Jodrell. m d
 Breckon v Russell. m d
 Mackie v European Assurance
 Society. m d
 Keightley v The Hoylake Ry.
 Co. c
 Mason v Benson. m d
 Thornton v Daventry Ry. Co.
 m d
 Roberts v Moore. m d
 Southwell v Martin. c
 Coventry v Morris. m d
 Loxley v Doune. f c
 Hayhow v George. m d
 Rooper v Metropolitan District
 Ry. Co. m d
 Steele v The Midland Ry. Co.
 m d
 Capper v Simanides. m d
 Simmonds v Brooks. m d
 Pearce v Dobinson. c
 Adamson v Chadwick. m d
 Powell v Riley. m d
 Senior v Senior. sp c
 Newman v Burton. m d
 Flexon v Polliott. m d
 Mather v Feenings. f c
 Phillippson v Gibben. m d
 Howard v Hodson. m d
 Vickers v Holmes. c
 Styling v Berry. c
 Rawlings v The Metropolitan
 Ry. Co. f c
 The London & South Western
 Bank (Limited) v Naah. m d
 Roberts v Bascley. m d
 McMurray v Spicer. f c
 Walker v Walker. f c
 Walker v Parker. m d
 Cottrill v Coombe. m d
 Bousfield v Bousfield. m d
 Holden v Hart. m d
 Poupard v Fardell. c
 Perring v Trail. m d
 Narroct v Scarborough. m d
 Smith v Shipman. m d
 Vigers v Bulson. c
 Harrington v The Metropolitan
 Ry. Co. m d
 Gillett v Gane. f c & s to vary
 London and South Western
 Bank (Limited) v Fairlie.
 m d
 Wild v Wild. f c
 Coutts v Ackworth. c
 Thomas v Morgan. m d

Before the Vice-Chancellor W. M. JAMES.

Causes, &c.

Mair v Mair. m d pt hd
 Chichester v Marques of Done-
 gal. ex to an
 Maitland v Chartered Mercan-
 tile Bank of India, London,
 and China. c
 Bovill v Daw. c, wit
 Siebel v The Mercantile & Ex-
 change Bank (Limited).
 m d, wit
 Arriment v Guastrotti. c, wit
 Williams v Reynolds. c, wit
 Powell v Elliott. m d
 Isaac v Hughes. m d
 Thompson v Atlantic Tele-
 graph Co. m d
 Martin v Stocker. c, wit (Feb.
 16)
 Allen v Allen. sub f c
 Stamp v Anderson. c
 Anderson v Stamp. c
 Dunn v Day. m d
 De Wolf v Pitcairn. c
 Smith v Grosvenor. m d
 Siebel v Royal Sardinian Ry.
 Co. m d
 Willmer v Kidd. f c
 Isaac v Hughes. m d

Vestry of the Parish of St Pancras, Middlesex, v The Guardians of the Poor of St Pancras, Middlesex. sp c
 Other v Smurthwaite. c, wit
 (Feb. 15)
 The Devon & Somerset Ry. Co. v The London and South Western Ry. Co. m d
 Bly v Barfoot. m d
 Smith v Ashbury Ry. Carriage and Iron Co. (Limited). m d
 Slade v Barlow. m d
 Tolson v Kaye. m d
 Ware v Gardner. m d
 Cave v Myers. m d
 Lechmere v Lilly. m d
 Pryor v Dyer. f c
 Betts v Doris. c
 Duke of Bedford v Bothamley. m d
 Hoskins v Campbell. f c
 Gibbon v Campbell. f c
 Rogers v Brown. m d
 Dundas v Jeffreys. m d
 Paul v Paul. m d
 Hornsby v Bird. m d

Giffard v Wyley.
 Elwon v Spark. m d
 Payne v Parker. f c
 Davies v Davies. m d
 Russell v Hathaway. c
 Franks v Elmstie. m d
 Lord Dundonald v Masterman. c
 Manns v The Isle of Wight Ry. Co. m d
 Feilden v Slater. c
 The British and Foreign Ry. Plant Co. (Limited) v The Ashbury Railway Carriage and Iron Co. (Limited) m d
 Durnford v Shipman. m d
 Brickenden v Williams. f c
 The United States of America v McRae. c
 Boulton v Chalkey. m d
 Wright v Peachey. m d
 The Provincial Banking Corporation (Limited) v Tillett. m d
 Denny v Fennelly. c
 White v Chinnock. m d
 Fitch v Holland. c

PUBLIC COMPANIES.

LAST QUOTATION, Feb. 12, 1869.

[From the Official List of the actual business transacted.]

GOVERNMENT FUNDS.

3 per Cent. Consols, 98
 Ditto for Account, Mar. 4, '93
 2 per Cent. Reduced, 99½
 New 3 per Cent., 93½
 Do. 3½ per Cent., Jan. '94
 Do. 2½ per Cent., Jan. '94
 Do. 5 per Cent., Jan. '73
 Annuities, Jan. '80—
 Annuities, April, '85 12½
 Do. (Red Sea T.) Aug. 1908
 Ex Billa, £1000, per Ct. 7 p m
 Ditto, £500, Do 7 p m
 Ditto, £100 & £200, 7 p m
 Bank of England Stock, 4 per
 Ct. (last half-year) 244
 Ditto for Account.

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 31½
 Ditto for Account
 Ditto 5 per Cent., July, '80 112½
 Ditto for Account—
 Ditto 4 per Cent., Oct. '85 102½
 Ditto, ditto, Certificates—
 Ditto Reduced Ppr., 4 per Cent., 92½
 Ind. Enf. Fr., 5 p Ct., Jan. '73 110½
 Do. (Red Sea T.) Aug. 1908
 Ditto Debentures, per Cent.,
 April, '64—
 Do. Do., 5 per Cent., Aug. '73 105
 Do. Bonds, 5 per Ct., £1000 26 p m.
 Ditto, ditto, under £1000, 26 p m.

RAILWAY STOCK.

Shares	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	78
Stock	Caledonian	100	36
Stock	Glasgow and South-Western	100	100
Stock	Great Eastern Ordinary Stock	100	42
Stock	Do., East Anglian Stock, No. 2	100	8
Stock	Great Northern	100	115
Stock	Do., A Stock	100	112½
Stock	Great Southern and Western of Ireland	100	89
Stock	Great Western—Original	100	53
Stock	Do., West Midland—Oxford	100	39
Stock	Do., do., Newport	100	30
Stock	Lancashire and Yorkshire	100	120
Stock	London, Brighton, and South Coast	100	52
Stock	London, Chatham, and Dover	100	17½
Stock	London and North-Western	100	129½
Stock	London and South-Western	100	93
Stock	Manchester, Sheffield, and Lincoln	100	51
Stock	Metropolitan	100	111½
Stock	Midland	100	123
Stock	Do., Birmingham and Derby	100	86
Stock	North British	100	56
Stock	North London	100	57
Stock	North Staffordshire	100	125
Stock	South Devon	100	56
Stock	South-Eastern	100	45
Stock	Do., Deferred	100	67½
Stock	Taff Vale	100	53
Stock	Taff Vale	100	148

* A receiver no dividend until 5 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The funds have this week been persistently dull, and have slightly declined. Some large gold with drawsals at the commencement of the week occasioned a trifling fall; they never rallied, and as an issue of new stock is anticipated, to meet the indemnity to the telegraph companies, recovery is thereby retarded. Foreign securities, after a week of inaction, close with considerable animation.

The railway market has been fairly strong. A marked improvement appeared in several lines, after the London and North Western dividend of 6½ per cent.

At the annual meeting, held on Thursday, of the British

Mutual Investment Loan and Discount Company the report was adopted, and a dividend declared of 10 per cent. free of income tax.

In the Bail Court on Wednesday, several jurymen complained that they had not received their summonses until late last night, and the same had occurred in other cases. Mr. Justice Lush said it should be inquired into; it was too bad. They were entitled to two clear days' notice, and he should advise them in future not to attend unless properly served. He understood it was the fault of the parties in not giving due notice to the sheriff.

In the spring of last year we drew attention to some statements which were made at one of the police courts reflecting seriously on the character of Mr. Gill, a barrister of the Inner Temple. It was alleged that while acting as counsel in a Chancery suit for a lady he used his influence in an unprofessional manner, and had obtained control over a sum of money which was involved in the suit. The benchers of the Inner Temple, after a searching investigation of the matter, considered the charge proved, and made an order disbarring Mr. Gill. Against this decision Mr. Gill appealed to the judges of the Supreme Courts of Common Law, before whom the whole of the evidence taken before the benchers has been reviewed and counsel heard on both sides. A prolonged trial has just terminated in the complete exoneration of Mr. Gill, the judges having unanimously determined that the order of the benchers of the Inner Temple disbarring Mr. Gill must be set aside, and they acquit him of conduct unbecoming a counsel or derogatory to the character of an honourable man.—*Pall Mall Gazette.*

The following very sensible letter has been addressed by the new Vice-Chancellor of the Duchy of Lancaster to the President of the Liverpool Law Society:—"Dear Sir,—I am sincerely obliged to you and to the gentlemen in whose name you write, for the expression of their desire to congratulate me formally on my taking my seat in Liverpool as Vice-Chancellor of Lancaster. And I am very unwilling to make myself appear ungrateful or unaccountable by declining the proposal. But the congratulation could not reach me in a form more agreeable to me than that which it has already taken in your letter. And I should wish you to consider whether public congratulations are not better avoided in such a case. They are not, I believe, generally made on appointments to judicial offices of real importance, and if they were, would soon become unmeaning, though the omission of them might give pain, and impair public confidence. If, on reconsideration, you and the gentlemen you represent accede to these views, and waive any formal congratulation to me on my taking my seat at Liverpool, I shall feel that I have an additional obligation to you and them, besides that which your letter has placed me under. But I repeat with perfect sincerity that I feel the proposal to be a very kind and a very flattering one.—Believe me your obedient servant, JOHN WICKENS." Mr. Wickens, accordingly took his seat on the 6th ult., without any ceremony.

HOW THE POOR ARE PREVENTED ON.—At Westminster Police Court, on Tuesday, Mr. Selfe said, with reference to a summons against a person for contributions paid into a loan society, that he had received the following letter from Mr. Tidd Pratt, who, from his great experience, was well qualified to form an opinion upon the subject:—"Friendly Societies Office, 23, Abingdon-street, Westminster. Dear Sir,—I wish to call your attention to the operation and working of the Loan Societies Act, 3 & 4 Vict. c. 110, under which I am obliged to certify the rules of loan societies. These societies are generally got up by a publican, at whose house they are held, and a scamp appointed as secretary. I consider these societies as perfect swindles, and from the daily complaints made to me by members, their widows, and children, I am sure that it would be very desirable to repeal the Act which authorizes them to be established. It is my intention to apply to the Government to repeal the Act of Parliament so as to abolish the establishment of these societies. May I ask you, therefore, to say whether, from observation in cases that have come before you, you agree with me as to the mischief arising from their establishment? Yours faithfully, Tidd Pratt." Mr. Selfe said he entirely agreed with every word written by Mr. Tidd Pratt. At Marlborough-street, Mr. Tyrwhitt, who had received a copy of the same letter, said he agreed in all Mr. Tidd Pratt had written. He had much experience of the evils of these societies frequent complaints against them having been made to him in that court. Mr. Knox cordially concurred in the opinions expressed in Mr. Tidd Pratt's letter, and added, that he had abundant proofs before him, more especially of late, of the mischief and misery attending persons having anything to do with these societies.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.
 EVANS.—On Feb. 7, at 28, Hill-street, Haverfordwest, the wife of E. Eaton Evans, Esq., Solicitor, of a son.

Clark, Saml, Newmarket St Mary, Suffolk, Builder. March 31. Kitchener & Fenn, Newark.

Coat, Thos Anthony, Hancock-st, Finsley, Flanodre Tuner. March 30. Withall & Compton, Parliament-st, Westminster.

Culoden, John, Leeds, Ironmonger. March 1. Hopps, Leeds.

Davey, Edw, Cuckfield, Sussex, Spinster. March 1. Waugh, Cuckfield.

Farrer, Joseph, Balsall Heath, Worcestershire, Gent. April 30. Barlist, Birmingham.

Fargherson, Mary Ann, Avranche, Frances, Spinster. April 5. Laurie & Keen, Dean-st, Doctors-commons.

Fuller, Jas, Bishop Stortford, Hertford, Asphalter. March 1. Baker, Bishop Stortford.

Jenkins, Wm, Miles Platting, Lancaster, Locomotive Superintendent. March 13. Grundy & Co, Manchester.

Juniper, Chas, Cuckfield, Sussex, Gent. March 1. Waugh, Cuckfield.

Lever, Thos, Stansted Mountfitchett, Essex, Carpenter. March 1. Baker, Bishop Stortford.

Malben, Sarah Ann, Clifton, Bristol, Spinster. April 3. Bush, Bristol.

Marsden, Wm, Skipton, York, Surgeon. March 31. Heells, Skipton.

Musson, Thos, Bromley, Kent. May 1. Duff & Nephew, Nicholas-lane.

Parry, Richd, Edgbaston, Warwick, Gent. March 31. Best & Horton, Birmingham.

Swift, John, Penydre, Brecon, Estate Agent. March 31. Davies & Son, Crickhowell.

Pries, Albert, Birmingham, Licensed Victualler. March 10. Herbert & Co, Gresham-bldgs, Guildhall.

Richardson, Wm, Rainow, Chester, Farmer. March 1. Brocklehurst & Wright, Macclesfield.

Rushforth, Joseph, Huddersfield, York, Gent. March 1. Laycock & Co.

Smith, Wm Jonathan, Rotherhithe, Shipwright. April 3. Rixon & Son, Cannon-st.

Stevens, Mary, Abingdon-villas, Kensington, Spinster. March 19. Shephard, Lower Phillimore-pl, Kensington.

Walters, Melmoth, Bath Easton, Somerset, Barrister-at-Law. April 30. Walters & Co, New-sq, Lincoln's-inn.

Wright, Joseph, St Marlow, Buckingham, Paper Maker. March 18. Taylor, St Helen's.

Wynne, Robt Wm, Bronywendon, nr Abergele, Denbigh, Esq. May 8. Walker & Martineau, King's-rd, Gray's-inn.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Feb. 5, 1869.

Abraham, Geo, Landport, Southampton, Blacksmith. Feb 3. Asst. Reg Feb 5.

Baron, Matthew, St Helen's, Lancaster, Spade Shaft Maker. Jan 7. Comp. Reg Feb 4.

Bartlett, Jas Griffin, Kingston-cross, Southampton, Grocer. Jan 23. Asst. Reg Feb 5.

Baynes, John, Blackburn, Lancaster, Cotton Spinner. Dec 19. Inspectorship. Reg Feb 1.

Beale, John Saml, Porteus-rd, Paddington, Surgeon. Feb 1. Comp. Reg Feb 1.

Blackton, Thos, Amor-ter, Victoria-rd, Leytonstone-rd, Builder. Jan 28. Comp. Reg Feb 4.

Booth, John Pollard, Bradford, York, Grocer. Jan 27. Comp. Reg Feb 3.

Brodrick, John Hudson, Arthur Ross Brodrick, & Chas Butler, King's-pl, Blackman-st, Southwark, Hop Merchants. Jan 8. Asst. Reg Feb 4.

Bye, Edmund, Bromell's-rd, Clapham, Zinc Worker. Jan 29. Comp. Reg Feb 3.

Chisholm, Donald, Bridport, Dorset Draper. Jan 19. Asst. Reg Feb 4.

Clegg, Jeremiah, Batley, York, Rag Dealer. Nov 22. Comp. Reg Feb 1.

Collins, John, Rood End, Oldbury, Worcester, Farmer. Feb 1. Comp. Reg Feb 5.

Davis Wm Griffin, & John Davis, Toll End, Stafford, Chain Manufacturers. Dec 14. Asst. Reg Feb 3.

Dickinson, Jas Wm Austin, Three Crown-sq, Southwark, Hop Factor. Dec 28. Comp. Reg Feb 5.

Enefer, Hy, Borough, Hop Merchant. Jan 28. Asst. Reg Feb 4.

Fleider, John, Staines, Boot Maker. Jan 16. Comp. Reg Feb 3.

Garbutt, Jas Bonisson, & Joseph Warnock, Whitby, York, Jet Ornament Manufacturers. Jan 9. Asst. Reg Feb 4.

Gibbon, Chas Matthew, Birm, Grocer. Jan 13. Comp. Reg Feb 4.

Hadden, John, Scamblesby, Lincoln, Surgeon. Dec 30. Comp. Reg Feb 2.

Hay, David, Lpool, Taylor. Jan 15. Comp. Reg Feb 3.

Hayden, John, Birm, Eating-house Keeper. Jan 9. Comp. Reg Feb 5.

Hobday, Eliza Butlanshawe, Letitia Nott Hobday, & Henrietta Nott Hobday, Milliners. Dec 23. Comp. Reg Feb 3.

Hudson, Herbert, Longton, Stafford, Jeweller. Jan 7. Asst. Reg Feb 3.

Hudson, Hy, Dudley, Worcester, Cork Cutter. Jan 4. Comp. Reg Feb 2.

Ingham, John, Blackburn, Manufacturer. Jan 8. Asst. Reg Feb 4.

Macklin, Robt, Old Burlington-st, Military Tailor. Jan 5. Comp. Reg Feb 3.

Moath, Magnus, Geo, Kingston-on-Thames, Grocer. Jan 21. Asst. Reg Feb 3.

Morton, Chas, Oxford-st, Licensed Victualler. Dec 31. Comp. Reg Jan 30.

Mott, John, Wimbledon-pk, Farmer. Jan 11. Asst. Reg Feb 5.

Naylor, Hy, Bradford, York, Joiner. Jan 8. Asst. Reg Feb 4.

Pastingham, Wm, Landport, Hants, Builder. Jan 13. Comp. Reg Feb 4.

Pease, Philip, Sheffield, Saw Manufacturer. Jan 11. Comp. Reg Feb 2.

Pease, Geo, Sheffield, Steel Manufacturer. Jan 14. Comp. Reg Feb 3.

Peters, Geo, Bittingbourne, Kent, Upholsterer. Jan 5. Asst. Reg Feb 4.

Portland, Saml Philip, Hackney-rd Olifman, Jan 16. Comp. Reg Feb 4.

Purchase, Thos, Yeovil, Somerset, Builder. Jan 12. Asst. Reg Feb 4.

Quell, Alfred, Macclesfield, Chester, Clogger. Jan 29. Comp. Reg Feb 4.

Roose, Hy, Lpool, Attorney. Jan 29. Asst. Reg Feb 4.

Saberton, John Fredk, Deddington, Cambridge, Commission Agent. Dec 11. Asst. Reg Feb 2.

Shelton, Geo Wm, Christ-st, Poplar, Boot Maker. Jan 15. Comp. Reg Feb 3.

Sinclair, Benl, Bristol, Commission Agent. Jan 9. Asst. Reg Feb 3.

Sissons, Hy, Merley, York, Draper. Jan 18. Comp. Reg Feb 2.

Stelfox, Geo Harrop, Kidsgrove, Stafford, Grocer. Jan 15. Asst. Reg Feb 4.

Taylor, Jane, Brighton, Sussex, Draper. Jan 13. Asst. Reg Feb 1.

Thomas, Wm Nevill, Gent, & Frances Bent, Instow, Devon. Jan 7. Comp. Reg Feb 2.

Townsend, Joshua Hackett, Banbury, Linen Draper. Jan 3. Comp. Reg Feb 3.

Tullock, Hugh, Wm Hy Pearse, & Joseph Foster, Wood-st, Trimming Manufacturers. Jan 15. Asst. Reg Feb 1.

Vanner, John Geo, City-rd, Upholsterer. Jan 4. Comp. Reg Feb 1.

Wright, Thos, South Shields, Durham, Ale Merchant. Dec 30. Asst. Reg Feb 4.

TUESDAY, Feb. 9, 1869.

Baldwin, Edwin, St Leonards-on-Sea, Sussex, Draper. Jan 18. Comp. Reg Feb 5.

Ballard, Wm, Dockhead, Bermondsey, Ironmonger. Jan 9. Comp. Reg Feb 4.

Bottomley, Matthew, Sheffield, Draper. Jan 22. Comp. Reg Feb 6.

Causey, Thos, Wigan, Lancaster, Confectioner. Jan 13. Asst. Reg Feb 3.

Chorley, Richd, Dalton-in-Furness, Lancaster, Grocer. Jan 6. Comp. Reg Feb 6.

Claret, Felix, Shrubland-grove, Dalston, Leather Agent. Jan 30. Comp. Reg Feb 6.

Clayton, Wm Hayes, Chesterfield, Derby, Bootmaker. Jan 13. Comp. Reg Feb 6.

Dunston, Wm, Ulceby, Lincoln, Shopkeeper. Jan 9. Asst. Reg Feb 5.

Edwards, David, Llanelly, Carmarthen, Builder. Jan 21. Comp. Reg Feb 6.

Francon, Emanuel Paul, Drury-lane, Ironmonger. Jan 5. Asst. Reg Feb 5.

Frier, Saml, Westbromwich, Stafford, Licensed Victualler. Jan 7. Comp. Reg Feb 6.

Hayman, Jas, Finchley-rd, Schoolmaster. Jan 18. Comp. Reg Feb 3.

Hobbett, Thos, & Geo Knight, Portlaid, Sussex, Builders. Jan 9. Asst. Reg Feb 6.

Holton, Jas, Hamilton-ter, Highbury, Plumber. Jan 7. Asst. Reg Feb 4.

Knot, John Amor, Huddersfield, Licensed Victualler. Jan 7. Asst. Reg Feb 4.

Law, Montague, & Geo Fras Smith, Portsea, Southampton, Auctioneers. Jan 26. Comp. Reg Feb 6.

Lemon, Lemon, Russell-st, Rotherhithe, Outfitter. Feb 5. Comp. Reg Feb 4.

Ling, Tom Theophilus, Scarborough, York, Bootmaker. Jan 16. Asst. Reg Feb 2.

Lyles, Geo, Batley Carr, York, Builder. Jan 14. Asst. Reg Feb 6.

McCrack, Geo Craik, Bridgend, Glamorgan, Travelling Draper. Jan 8. Asst. Reg Feb 3.

Measud, Geo Wesley, Poole, Carpenter. Jan 6. Asst. Reg Feb 6.

Morley, Joseph, Leicester, Elastic Webb Manufacturer. Jan 12. Comp. Reg Feb 5.

Morris, Wm, & Hy Morris, Salford, Lancaster, Cotton Spinners. Jan 15. Asst. Reg Feb 8.

Morton, Joseph, Heckmondwike, York, Joiner. Jan 15. Comp. Reg Feb 8.

Nixon, Hy, Buttesford, Leicester, Grocer. Jan 18. Asst. Reg Feb 8.

Nye, Alfred Thos, Powis-st, Woolwich, Tailor. Jan 12. Comp. Reg Feb 8.

Palmer, Jas Griffen Chas, High-st, Southwark, Wholesale Brushmaker. Jan 13. Asst. Reg Feb 8.

Panton, Geo, Corston-ter, Earl-st, Kensington, Greengrocer. Feb 3. Comp. Reg Feb 3.

Parkinson, Robt, Manch, Comm Agent. Jan 12. Inspectorship. Reg Feb 8.

Pennington, Wm, Manch, Merchant. Jan 6. Comp. Reg Feb 3.

Rawcliff, Joseph, Wortley, York, Shoe Manufacturer. Jan 14. Asst. Reg Feb 8.

Scarborough, John Vickers, Sunderland, Durham, Boot and Clog Maker. Jan 12. Comp. Reg Feb 8.

Smith, Robinson, Wath, Cumberland, Innkeeper. Jan 14. Comp. Reg Feb 9.

Smith, Thos, Moorgate-street, Foreign Banker. Dec 14. Asst. Reg Feb 8.

Thompson, Peter, Batley, York, Quarry Owner. Jan 12. Asst. Reg Feb 8.

Taley, Joseph, Nottingham, Furniture Dealer. Jan 11. Asst. Reg Feb 5.

Verkrusen, Theodor Anton, & Moritz Anton Verkrusen, Fell-street, Wood-street, Warehousemen. Jan 29. Comp. Reg Feb 8.

Ward, Wm, Ringwood, Southampton, Grocer. Jan 11. Asst. Reg Feb 6.

Wells, Joseph, Witney, Oxford, Plumber. Jan 9. Asst. Reg Feb 8.

Westwood, Wm John, New Bond-street, Dressmaker. Jan 19. Comp. Reg Feb 6.

Wilson, Dani Bradley, Wakefield, York, Draper. Jan 16. Asst. Reg Feb 9.

Youdan, Wardrobe, Sheffield, Grocer. Feb 1. Asst. Reg Feb 6.

Bankrupts.

FRIDAY, Feb 5, 1869.

To Surrender in London.

Ashley, Geo, Elgin-ter, Maid-a-vale, Builder. Feb 3. Roche. Feb 17 at 1. Pittman, Guildhall-chambers, Basinghall-st.

Baker, John, Baker-st, Bethnal-green, & Hy Baker, James-st, Bethnal-

green, scavengers. Pet Feb 12. Murray. Feb 12 at 12. Voss, Vestry-hall, Bethnal-green.

Beaton, Geo Saml, Lion-st. New Kent-rd, Newington, Baker. Pet Feb 1. Pepps. Feb 19 at 1. Silvester, St Dover-st, Newington.

Beaumont, Wm Broadhead, sen, William-st, Finslow, Journeyman Carpenter. Pet Feb 1. Roche. Feb 17 at 11. Godfrey, Hatton-garden.

Blake, Benj, New Gloucester-st, Horiton, out of business. Pet Feb 2. Murray. Feb 17 at 1. Strandman, London-wall.

Brown, Saml, New King-st, Deptford, Licensed Victualler. Pet Feb 2. Pepps. Feb 25 at 12. Stanford, St James-st, Bedford-ow.

Buck, Chas, Clerkenwell-green, Jeweller. Pet Feb 1. Roche. Feb 17 at 11. Waring, Bond-st, Walbrook.

Cary, Septimus Alphonso Frederico, Prisoner for Debt, London. Pet Feb 1. Pepps. Feb 25 at 12. Rocks & Co, King-st, Cheap-side.

Chevalier, Jean Onesime, 55 Ann's-villas, Notting-hill, Professor of the French Language. Pet Feb 1. Feb 24 at 12. Brown, Lincoln's-inn-fields.

Cobden, Richd Edwd Dawe, Wimpole-st, Cavendish-sq, out of employment. Pet Feb 2. Pepps. Feb 19 at 12. Ninds, Basinghall-st.

Cogger, Thos, Woolwich, Green-grove, Pet Feb 3. Pepps. Feb 25 at 1. Wood, Crooked-lane.

Court, John, Meriton-rd, Wandsworth, Barrack Clerk. Pet Feb 1. Roche. Feb 17 at 11. Godfrey, Hatton-garden.

Creeker, Geo, Fossebury-st, Millbank, Westminster, Surgical Bell Maker. Pet Feb 2. Pepps. Feb 24 at 2. Marshall, Lincoln's-inn-fields.

Downing, Alfred, Geo, Richmond-grove, Barnsbury, out of business. Pet Feb 2. Feb 24 at 2. Franklin, Farnfield-st, Temple.

Duncan, Wm, Nelson-st, Bermondsey, Retailer of Beer. Pet Jan 30. Feb 24 at 11. Dobbs & Co, Church-passage, Gresham-st.

Elstone, Edward, Cumberland-rd, Notting-hill, Omnibus Driver. Pet Feb 1. Roche. Feb 17 at 11. Kane, Southampton-st, King's-cross.

Firmen, Geo, Prisoner for Debt, London. Pet Feb 2 (for pan). Pepps. Feb 25 at 1. Biddles, South-sq, Gray's-inn.

Hartwell, Robt, Prisoner for Debt, London. Pet Feb 1 (for pan). Roche. Feb 17 at 12. Biddles, South-sq, Gray's-inn.

Hatton, John, Prisoner for Debt, Ipswich. Pet Feb 2. Roche. Feb 17 at 1. Taylor, Old Jewry-chambers.

Hemslay, Geo Robt, Mile Bush, Marden, Kent, Grocer. Pet Feb 1. Pepps. Feb 19 at 11. Wood, Crooked-lane.

Hicks, Richd Geo Montague Beach, Southwick-crescent, Oxford-sq, Lieut-Col Italian Army. Pet Jan 29. Pepps. Feb 19 at 12. Biddles, South-sq, Gray's-inn.

Hollic, Robt, John-st, Barnsbury, Basket Maker. Pet Feb 2. Roche. Feb 17 at 12. Lewis, Hackney-rd.

Horwell, John, Junr, & Mary Ann Horwell, Leather-lane, Holborn, Assistants to a Cheesemonger. Pet Feb 2. Roche. Feb 17 at 1. Philip, Pancras-lane, Queen-st, Cheap-side.

Jackson, Benj Augustus, Blundeston, Suffolk, Builder. Pet Jan 25. Feb 24 at 2. Linklaters & Co, Walbrook.

Jordan, Robt Collins, Old Kent-rd, Carpenter. Pet Jan 30. Feb 24 at 12. Godfrey, South-sq, Gray's-inn.

Joussert, Chas, Fenton-sq, Haymarket, Artificial Flower Manufacturer. Pet Feb 1. Feb 24 at 12. Manser, St James-st, Bedford-row.

La Motte, John, John, & Mary Ann Horwell, Leather-lane, Holborn, Assistants to a Cheesemonger. Pet Feb 2. Roche. Feb 17 at 1. Philip, Pancras-lane, Queen-st, Cheap-side.

Lucas, Edwin Newton, Church-st, Croydon, Tailor. Pet Feb 2. Roche. Feb 17 at 12. Hicha, Strand.

Manning, Chas Leopold, Lawrence Pountney-pl, Cannon-st, Wine Merchant. Pet Jan 29. Murray. Feb 17 at 11. Linklaters & Co, Walbrook.

Margeson, John Jas, Sudbury, Railway Clerk. Pet Feb 1. Feb 24 at 1. Godfrey, Hatton-garden.

Morse, John, Junr, Upper Tottenham-pl, Tottenham-cr-rd, out of business. Pet Jan 26. Murray. Feb 17 at 12. Dobie, Gresham-st.

Neave, John, White Lion-st, Pentonville, Saddler. Pet Jan 28. Pepps. Feb 19 at 11. Godfrey, Hatton-garden.

Offley, Ann, Old-st, St Luke's, Baker. Pet Feb 1. Feb 24 at 12. King, Birch-in-lane.

Rosenthal, Hermann, Prisoner for Debt, London. Pet Feb 1 (for pan). Pepps. Feb 25 at 2. Biddles, South-sq, Gray's-inn.

Samson, Jacob, Prisoner for Debt, London. Pet Jan 29 (for pan). Pepps. Feb 19 at 2. Haigh, John, King-st.

Shinfield, Saml, Freeton-pl, Cross-st, Clapham, Dairyman. Pet Feb 1. Pepps. Feb 19 at 12. Thomas Moore, Park-rd, Fulham.

Smith, John Alex, Irthingborough, Northampton, Licensed Victualler. Pet Jan 29. Feb 24 at 11. Lewis & Co, Old Jewry.

Tanner, John Silvanus, St Martin's-pl, Trafalgar-sq, Army Agent. Pet Feb 3. Feb 24 at 2. Watson, Basinghall-st.

Tarr, Hy, Cambridge-rd, Kilburn, Solicitor's Clerk. Pet Feb 1. Feb 24 at 1. Fiddling & Wade, Clifford's-inn.

Watson, Wm, High-st, Wapping, Mast Maker. Pet Feb 3. Pepps. Feb 25 at 1. Bennett, Mark-lane.

Watts, Wm, Prisoner for Debt, London. Pet Feb 1 (for pan). Roche. Feb 17 at 12. Dobie, Gresham-st.

Weissel, Fredk, Dudley-rd, Harrow-rd, Baker. Pet Feb 4. Pepps. Feb 25 at 2. Young & Son, Mark-lane.

Wiseman, Thos, Wood Ditton, Newmarket, Cambridge, Merchant. Pet Jan 27. Pepps. Feb 15 at 2. Lawrence & Co, Old Jewry-chambers.

Woodman, Wm, Adelaide-rd, Haverstock-hill, out of business. Pet Jan 29. Pepps. Feb 19 at 12. Linklaters & Co, Walbrook.

Wynant, Geo, Prisoner for Debt, London. Pet Jan 28 (for pan). Pepps. Feb 25 at 12. Biddles, South-sq, Gray's-inn.

To Surrender to the Country.

Armstrong, Geo White, Manch, out of business. Pet Feb 3. Hulton. Salford, Feb 20 at 9.30. Farrington, Manch.

Barnes, Dewhurst, Prisoner for Debt, Lancaster. Adj Jan 20. Fardell. Manch. Feb 16 at 11.

Beaumont, Thos, Watney-park, Stafford, Labourer. Pet Feb 1. Daniel, Chendie, Feb 12 at 10. Bughaw, Uxototter.

Bentley, Chas, Torquay, Devon, Tobaccoist. Pet Feb 1. Fildaley. Mewin Abbot, Feb 16 at 11. Taylifer & Podo, Torquay.

Boraston, Hy, Birm, Milliner. Pet Feb 2. Hill. Birm, Feb 17 at 12. Wood, Birm.

Bowler, Thos, Newport, Salop, Draper. Pet Jan 23. Tndor. Birm, Feb 19 at 12. Gruddy & Pulsion, Manch, James & Griffin, Birm.

Brickley, Geo, Madeley, Salop, Provision Dealer. Pet Jan 29. Madeley, Feb 24 at 12. Taylor, Wellington.

Buxton, Hy, Colston Bassett, Nottingham, Blacksmith. Pet Feb 1. Patchitt, Bingham, March 22 at 10.30. Smith, Nottingham.

Callender, John, Stockton, Durham, Joiner. Pet Feb 2. Croaby. Stockton-on-Tees, Feb 19 at 11. Clemmet, Junr, Stockton.

Chapman, Jas, New Shoreham, Sussex, Beer Retailer. Pet Feb 3. Ervedshed, Brighton, Feb 24 at 11. Rannacles, Brighton.

Chivers, Joseph, Ornithology, Monmouth, Innkeeper. Pet Feb 1. Shepard. Tredgar, Feb 19 at 11. Jones, Aberystwyth.

Clarke, Wm, Newport, Monmouth, Commercial Traveller. Pet Feb 1. Wilde, Bristol, Feb 17 at 11. Abbot & Leonard, Bristol.

Cole, John, Bristol, Potato Dealer. Pet Feb 1. Harley. Bristol, Feb 19 at 11. Benson & Elliotson.

Dickens, Joseph, Woburn Sands, Buckingham, Butcher. Pet Feb 2. Bull. Newport Pagnell, Feb 17 at 10. Neve, Luton.

Edmonds, David, Beaufort, Brecon, out of business. Pet Feb 1. Shepard. Tredgar, Feb 19 at 11. Jones, Aberystwyth.

England, Hy, Stanton, Prisoner for Debt, Bristol. Adj Feb 2 (for pan). Harley. Bristol, Feb 19 at 12.

Evans, David, Swansea, Glamorgan, Labourer. Pet Jan 22. Morris. Swansea, Feb 15 at 2. Smith, Swansea.

Findlow, Joseph, Woburn Sands, Buckingham, Butcher. Pet Feb 2. Feb 17 at 11. Leigh, Manch.

Froyall, Thos, Birkenhead, Chester, Tea Dealer. Pet Jan 15. Lpool, Feb 15 at 11. Evans & Lockett, Lpool.

Furlong, Richd, Lpool, Insurance Agent. Pet Feb 1. Lpool, Feb 17 at 11. French, Lpool.

Gardner, Arthur, Southam, Warwick, out of business. Pet Feb 2. Tudor. Birm, Feb 19 at 12. Allen, Birm.

Gillard, Wm, Prisoner for Debt, Bristol. Adj Feb 2 (for pan). Harley. Bristol, Feb 19 at 11.

Hadfield, John, Sheffield, Comb Agent. Pet Feb 3. Leeds, Feb 24 at 12. Micklethwaite, Sheffield.

Hallwell, John, Wotton-urn-Twambrooks, Chester, Wine Merchant. Pet Feb 1. Cheshire. Northwich, Feb 10 at 11. Fletcher, Northwich.

Handcock, John, Wrafton, Devon, Muster Mariner. Pet Feb 2. Benecatt. Barnstaple, Feb 22 at 12. Thorne, Barnstaple.

Harding, Richd, Stow-on-the-Wold, Gloucester, Butcher. Pet Feb 1. Wilde, Bristol, Feb 17 at 11. Lane, Stratford-on-Avon; Pridesaux & Clarke, Birm.

Harrison, Jas, St Marton, Lancaster, Grocer. Pet Feb 2. Lpool, Feb 19 at 11. Blackthorn, Preston.

Hatch, Richd, Junr, Prisoner for Debt, Manch. Adj Jan 20. Fardell. Manch, Feb 16 at 12.

Hepple, Wm, Morton-upon-Swale, York, General Dealer. Pet Jan 29. Jefferson. Northallerton, Feb 17 at 2. Waistell, Northallerton.

Hole, Joseph Greenway, Prisoner for Debt, Exeter. Pet Feb 1. Exeter, Feb 17 at 1. Carter, Torquay; Flood, Exeter.

Horbery, Hy, Prisoner for Debt, Lancaster. Adj Jan 20. Fardell. Manch, Feb 16 at 11.

Ibbotson, Robt, Wotton, Lancaster, Mason. Pet Feb 1. Fardell. Manch, Feb 16 at 12. Gardner, Manch.

Jennings, Edwd, Melton Mowbray, Leicester, Coal Merchant. Pet Jan 26. Oldham. Melton Mowbray, Feb 16 at 10. Lees, Nottingham.

Keary, Bernard, Birkenhead, Chester, Baker. Pet Feb 2. Wason. Birkenhead, Feb 22 at 10. Anderson, Birkenhead.

Leeks, Wm, Newmarket, Cambridge, Coachman. Pet Jan 29. Button. Newmarket, Feb 23 at 11. York, Newmarket.

Lemons, Wm, Sheffield, Cowkeeper. Pet Feb 3. Wake. Sheffield, Feb 17 at 1. Binney & Son, Sheffield.

Lusher, John, Prisoner for Debt, Norwich. Adj Jan 14. Palmer. St Edmund, March 1 at 11. Warde, Northwold.

Lyon, Sherwood, Thorne, York, Watchmaker. Pet Jan 30. Shirley. Doncaster, Feb 16 at 12. Ellis, Doncaster.

Maisey, Wm Hy, Abercrom Monmouth, Beerhouse Keeper. Pet Jan 29. Roberts. Newport, Feb 22 at 1. Cathcart, Newport.

Margorison, Chas, Chesterfield, Derby, Slater. Pet Feb 3. Leeds. Feb 17 at 12. Binney & Son, Sheffield.

Miles, John, Prisoner for Debt, Bristol. Adj Feb 2. Harley. Bristol, Feb 19 at 12.

Moore, Peter, Little Leigh, Chester, Shoe Maker. Pet Feb 2. Cheshire. Northwich, Feb 16 at 12. Green, Northwich.

Morton, Thos, Lincoln, out of business. Pet Feb 1. Uppeley. Lincoln, Feb 13 at 11. Rex, Lincoln.

Morphett, Chas Wm, Leeds, Woolen Cloth Dealer. Adj Jan 16. Marshall. Leeds, Feb 10 at 12. Pullan, Leeds.

Oliver, Geo, Birm, Electro Plater. Pet Jan 14. Hill. Birm, Feb 17 at 12. Collins, Birm.

Osborn, Wm, Wolverhampton, Stafford, out of business. Pet Feb 2. Hill. Birm, Feb 19 at 12. Jackson, Westomwich.

Parkin, Thos, Appleby, Westmorland, Saddler. Pet Feb 2. Hepliz. Appleby, Feb 16 at 11. Thompson, Appleby.

Pollard, Wm Hy, Newlyn, Cornwall, Fish Dealer. Pet Feb 1. Bore-lase. Penzance, Feb 18 at 12. Beryn, Penzance.

Richards, Thos, Woodstock, Stafford, Auctioneer. Pet Jan 30. Walker. Dudley, Feb 20 at 12. Whitehouse, Wolverhampton.

Richardson, Geo, Trannere-park, Chester, Tailor. Pet Feb 3. Wason. Birkenhead, Feb 23 at 10. Anderson, Birkenhead.

Robertson, Herbert, Aston-juxta-Birm, Teacher. Pet Jan 25. Guest. Birm, Feb 19 at 10. East, Birm.

Robinson, Frans, Manch, Money Servicer. Pet Feb 2. Macrae. Manch, Feb 25 at 19. Sale & Co, Manch.

Rose, Geo, Clifford's Hill, Somerset, Fuller. Pet Feb 3. Messitor. Frome, Feb 17 at 11. D-nu, Frome.

Ruden, Philip, Cardiff, Glamorgan, Shipwright. Pet Jan 23. Wilde. Bristol, Feb 17 at 11. Dalton, Cardiff; Bruckingham, Bristol.

Ryan, John, Lpool, Tea Dealer. Pet Jan 19. Lpool, Feb 17 at 11. Ety, Lpool, for Hardwick, Fenchurch-st.

Sanderson, Thos, Roby, Lancaster, Insurance Agent. Pet Feb 3. Lpool, Feb 19 at 11. Price, Lpool.

Sharp, Chas, Leeds, Beerhouse Keeper. Pet Jan 29. Marshall. Leeds, Feb 18 at 12. Sykes, Leeds.

Sh-pstone, John, Prisoner for Debt, Bristol. Adj Feb 2 (for pan). Harley. Bristol, Feb 19 at 12.

Sisley, John, St Ives, Cornwall, Painter. Pet Jan 29. Boring. Pen-
sance, Feb 11 at 2. Hichens, St Ives.
Skinner, Saml France, Sheffield, Coal Agent. Pet Feb 1. Wake.
Sheffield, Feb 17 at 1. Dyson, Sheffield.
Smith, Fras Edw, New Brompton, Gillingham, Kent, no business.
Pet Feb 2. Acworth. Rochester, Feb 19 at 2. Stephenson, Chat-
ham.
Smith, Thos, Pennant, Stafford, Carter. Pet Jan 30. Harward.
Sionbridge, Feb 19 at 10. Warrington, Dudley.
Stammers, Arthur, jun, Cavendish, Suffolk, Innkeeper. Pet Jan 30.
Andrews. Sudbury, Feb 18 at 12. Cardinal, Halstead.
Stroud, Jas, Egham, Surrey, Coach Maker. Pet Feb 1. Gregory.
Chertsey, Feb 10 at 11. Spiller, Egham.
Thomas, Thos Rhydderch, Swansea, Glamorgan, Hair Dresser. Pet
Jan 25. Morris. Swansea, Feb 13 at 3. Smith, Swansea.
Thomas, Jas, Allerton, York, Grocer. Pet Feb 4. Leeds, Feb 22 at
11. Hill, Bradford; Simpson, Leeds.
Tointon, Saml, Spalding, Lincoln, Potatoe Merchant. Pet Feb 2.
Tudor. Birm, Feb 23 at 11. Law, Stamford.
Trenfield, Hy, Gloucester, Fruiterer. Pet Feb 1. Wilton. Gloucester.
Feb 20 at 12. Cooke, Gloucester.
Trott, Jas, Woodbridge, Suffolk, Journeyman Miller. Pet Feb 2.
Reeve. Woodbridge, Feb 18 at 3. Jennings, Ipswich.
Tyers, Thos, & John Cope, Leicester, Carriers. Pet Feb 2. Tudor.
Birm, Feb 23 at 11. Maples, Nottingham.
Tyers, Elijah, & Stephen John Charlesworth Pochin, Leicester.
Elastic Webb Manufacturers. Pet Feb 3. Tudor. Birm, Feb 23 at
11. Harvey, Leicester.
Upson, Fanny, Warwick, Licensed Victualler. Pet Jan 26. Tibbitts.
Warwick, Feb 13 at 11. Handley, Warwick.
Walker, Ezra, Barking, Berks, Tile Maker. Pet Feb 2. Crowdy.
Faringdon, Feb 16 at 10. Lovett & Son, Orkcliffe.
Warrisham, Wm, Altrincham, Chester, Butcher. Pet Feb 2. Mac-
rae. March, Feb 18 at 12. Gardner, March.
White, Chas, Prisoner for Debt, Bristol. Adj Feb 3. Harley. Bristol.
Feb 19 at 12.
Williams, Robt, Hanley, Stafford, Butty Collier. Pet Feb 2. Chali-
mer. Hanley, Feb 20 at 11. Sutton, Burslem.
Wilkinson, Jas Henshall, & Thos Cragg, Burley, Leeds, Worsted Spin-
ners. Pet Feb 4. Leeds, March 1 at 11. Toole & Appleton, Leeds.
Wileshaw, Geo, Hanley, Stafford, Journeyman Flint Grinder. Pet Feb
2. Challinor. Hanley, Feb 20 at 11. Tennant, Hanley.
Woodford, Fredk Wm, Prisoner for Debt, Winchester. Adj Jan 10
(for pau). Blake. Newport, Feb 17 at 11.
Wykes, Wm Fredk, Leicester, Currier. Pet Feb 2. Tudor. Birm.
Feb 23 at 11. Maples, Nottingham.
Yeates, Andrew, Brighton, Sussex, Watch Maker. Pet Jan 13. Ever-
shed. Brighton, Feb 17 at 11. Penfold, Brighton.

TUESDAY, Feb. 9, 1869.

To Surrender in London.

Bouchard, Wm, Prisoner for Debt, London. Pet Feb 4 (for pau).
Murray. Feb 22 at 12. Harrison, Basinghall-st.
Burrows, Edwin, Houndsditch, Confectioner. Pet Feb 3. March 1
at 11. Lumley & Lumley, Old Jewry-chambers.
Cole, Hy, Robert-st, Grosvenor-sq, Rag Merchant. Pet Feb 4. Pepps.
Feb 25 at 2. Parkes, Beaufort-bldgs, Strand.
Collins, Robt, 3 Fred-pl West, South Kensington, Bricklayer. Pet Feb
5. Murray. Feb 22 at 12. Bicketts, Frederick-st, Gray's-inn-rd.
Daulby, Geo Wm, Stockwell-st, Greenwich, Tailor. Pet Feb 1. Feb
24 at 1. Pook, Lawrence Pountney-hill, Cannon-st.
Green, Hy Christopher, Easthestone-st, City-rd, Cabinet Maker. Pet
Feb 3. Pepps. Feb 25 at 12. Potter, King-st, Cheshide.
Harbord, Jas, jun, Prisoner for Debt, London. Pet Feb 3 (for pau).
Brougham. March 1 at 11. Biddles, South-sq, Gray's-inn.
Hardwicke, Wm, Fulham-pl, Paddington, Surgeon. Pet Feb 4. Mur-
ray. Feb 22 at 11. Merriman & Co, Queen-st.
Harford, Chas Richd, jun, Old Broad-st, Insurance Broker. Pet Feb 5.
March 1 at 12. Watons & Co, Gt Winchester-st.
Hatch, Robt Edw, Pound-st, Carshalton, Bricklayer. Pet Feb 5.
Pepps. Feb 25 at 2. Pittman, Guildhall-chambers.
Hawgood, Wm Saml, Landport, Hants, Loan Office Proprietor. Pet
Feb 2. Pepps. Feb 25 at 12. Westall & Co, Leadenhall-st.
Henderson, Saml, Holloway-rd, Holloway, Hatter. Pet Feb 5. Mur-
ray. Feb 22 at 12. Hicks, Strand.
Jenkin, Richd, Clark's-pl, Bishopsgate-st Within, Carpenter. Pet Feb
5. March 1 at 12. Hobbes, Bishopsgate-st Without.
Jennings, Allvey Geo, Peak-hill Avenue, Sydenham, no business. Pet
Jan 28. Pepps. Feb 19 at 11. Watson, Basinghall-st.
Jones, Saml, Wood-st, Spitalfields, Wholesale Clothier. Pet Feb 3.
Feb 23 at 1. Jones, Queen-st.
Lawrie, Wm, Gt Yarmouth, Norfolk, Tar Manufacturer. Pet Feb 5.
Pepps. Feb 25 at 11. Storey, King's-rd, Bedford-row.
Leigh, Egerton, Prisoner for Debt, London. Pet Feb 3 (for pau).
Murray. Feb 22 at 11. Biddles, South-sq, Gray's-inn.
Lindsay, David Baird, Hendon, out of business. Pet Feb 5. Murray.
Feb 23 at 12. Allen & Colley, Old Jewry.
Matthews, Fredk Saml, Upper Charles-st, Goswell-rd, Goldsmith. Pet
Feb 4. March 1 at 11. Evans, John-st, Bedford-row.
Oddy, Edw, Hampstead-rd, Clerk. Pet Feb 4. Murray. Feb 22 at
11. Marton, Barge Yard-chambers, Bucklersbury.
Frait, Wm, Southampton, out of business. Pet Feb 6. March 1 at
1. Paterson & Son, Boareric-st, Fleet-st.
Roper, Thos, Leytonstone, Essex, Carpenter. Pet Feb 3 (for pau).
Brougham. March 1 at 11. Bell, Chelmsford.
Rudd, Samms Shepherd, New North-st, Finsbury, out of employment.
Pet Feb 6. Murray. Feb 22 at 11. Howell, Cheshide.
Sanderson, Thos John, Shard-pl, Beckham, Solicitor's Clerk. Pet
Feb 3. Pepps. Feb 25 at 1. Brown, Weavers' Hall, Basinghall-st.
Sheard, Hy, Mare-st, Hackney, Tailor. Pet Feb 5. March 1 at 12.
Angell, Guildhall-yard.
Sheat, Wm Hy, Romford, Essex, Mercantile Clerk. Pet Feb 6. Mur-
ray. Feb 22 at 1. Shearman, Little Tower-st.
Simmonds, Hy Fras, Low Leyton, Essex, Carpenter. Pet Feb 3 (for
pau). Pepps. Feb 25 at 1. Bell, Chelmsford.
Waggon, Saml, Enfield, Smith. Pet Feb 6. March 1 at 1. Chipper-
field, Trinity-st, Southwark.

Wernham, Hy, Tottenham-et-rd, out of business. Pet Feb 5. March
1 at 11. Beard, Basinghall-st.
White, Thos, Upper Lisson-et, Lisson-grove, Stone Mason. Pet Feb 4.
Mcrray. Feb 22 at 11. Pellen, Cloisters, Temple.
Winch, Geo Wm, Howa-st, Kingsland-rd, Baker. Pet Feb 6. Pepps.
Feb 25 at 11. Brian, Winchester House, Old Broad-st.

To Surrender in the Country.

Adams, Leonard, Sheffield, Silver Stamper. Pet Feb 4. Wake.
Sheffield, Feb 24 at 1. Binney & Son, Sheffield.
Adams, Joseph Lionel, Nuneaton, Warwick, Cigar Manufacturer. Pet
Feb 5. Hill. Birm, Feb 24 at 12. Towell, Birm.
Anson, Joseph, New Ferry, Chester, Coal Dealer. Pet Feb 3. Wason.
Birkenhead, Feb 22 at 10. Downham, Birkenhead.
Armstrong, Saml, Loxall, nr Birm, Smith. Pet Feb 5. Guest.
Birm, Feb 19 at 10. Rowlands, Birm.
Arnold, Robt, Coventry, Brewer. Pet Feb 4. Kirby. Coventry, Feb
23 at 3. Smallbone, Coventry.
Bamford, John, Halifax, York, Tea Dealer. Pet Feb 8. Leeds, Feb 23
at 11. Thomas, Halifax; Bond & Barwick, Leeds.
Barton, Jas, Accrington, Lancaster, out of business. Pet Jan 30 (for
pau). Dunn. Lancaster, Feb 26 at 11. Johnson & Filly, Lan-
caster.
Baton, Joseph, Tipton, Stafford, Boat Steerer. Pet Jan 14. Walker.
Dudley, Feb 20 at 12. Stokes, Dudley.
Bassford, Wm, Nottingham, out of business. Pet Feb 4. Palehitt
Nottingham, Feb 24 at 10.30. Bell, Nottingham.
Bloor, Thos, Mear-lane, Stafford, Boerseller. Pet Feb 5. Daniel.
Cheadle, Feb 19 at 11. Young, Longton.
Blundell, Gilbert, Leigh, Lancaster, Innkeeper. Pet Feb 4. Holden.
Leigh, Feb 24 at 1. Edge & Dawson, Bolton.
Brayford, Thos, Bristol, Grocer. Pet Feb 1. Wilde. Bristol, Feb 19
at 11. Stanley, Norwich; Brittan & Sons, Bristol.
Breadie, John, Prisoner for Debt, Lancaster. Adj Nov 19. Pardell.
March, Feb 22 at 11.
Bryan, John, Coseley, Stafford, Licensed Victualler. Pet Feb 5.
Walker. Dudley, Feb 20 at 12. Burne, Dudley.
Cook, John, jun, Shevock, Cornwall, out of business. Pet Feb 5.
Exeter, Feb 23 at 12.30. Sole & Gill, Devonport; Flood, Exeter.
Ewart, Andrew, jun, Holmehead, Cumberland, Warehouseman. Pet
Feb 3. Leigh. Brampton, Feb 17 at 2. Beadle, Carlisle.
Farran, John, Belmont, Lancaster, Cotton Manufacturer. Pet Feb 6.
Macrae, March, Feb 26 at 11. Wilson & Brown, March.
Fent, Lydia, Clifton, Bristol, Confectioner. Pet Feb 4. Harley.
Bristol, Feb 19 at 12. Benson & Elstone.
Hawkes, Wm, Kingston-upon-Hull, Licensed Victualler. Pet Feb 5.
Leeds, Feb 24 at 12. Heiden & Sons, Hull.
Hill, Geo, Totley Moor, Derby, Fire Brick Manufacturer. Pet Feb 5.
Leeds, March 3 at 12. Binney & Son, Sheffield.
Hurrell, Jas, Ballingdon, Essex, Builder. Pet Feb 2. Andrews.
Sudbury, Feb 20 at 12. Mumford, Sudbury.
Holey, Jas, Cambleforth, York, Farmer. Pet Feb 5. Newstead.
Selby, Feb 22 at 11. Bantoft, Selby.
Johnson, John, Croy, Manch, Shorel Maker. Pet Feb 5. Kay.
March, Feb 23 at 9.30. Marland & Addleshaw, Manch.
Jones, Thos, Walsall, Stafford, Grocer. Pet Jan 18. Tudor. Birm.
Feb 19 at 12. Southall, Birm.
Jones, Wm, Bedford Leigh, Lancaster, Tea Dealer. Pet Feb 6.
Holden. Leigh, Feb 24 at 2. Ambler, Manch.
Kemp, Jas, Exwick Mills, nr Exeter, Devon, Corn Dealer. Pet Jan 27.
Exeter, Feb 24 at 12. Rogers & Rogers, Exeter.
Lacey, Jesse, & John Lacey, Birkenhead, Builders. Pet Feb 4.
Lpool, Feb 24 at 12. Bretherton & Co, Lpool.
Lavery, Denis, Runcorn, Chester, Grocer. Pet Jan 25. Nicholson.
Runcorn, Feb 27 at 12. Day, Runcorn.
Lovatt, Jas, Runcorn, Chester, Draper. Pet Jan 29. Nicholson.
Runcorn, Feb 27 at 12. Wood, Runcorn.
Martin, Richd, Darlington, Durham, Builder. Pet Feb 3. Bowes.
Darlington, Feb 20 at 10. Dale, York.
Matthews, Wm Stah, Lancaster, Clerk in Holy Orders. Pet Feb 5.
Dunn. Lancaster, Feb 26 at 12. Sharp & Son, Lancaster.
Mauder, Hugh, Deveron, Cornwall, Farmer. Pet Feb 5. Chilcott.
Truro, Feb 24 at 11. Carvion & Paul, Truro.
Nalish, Edw, Maidno, Monmouth, Hotel Keeper. Pet Feb 4. Wilde.
Bristol, Feb 20 at 11. Bradgate, Newport; Henderson & Salmon,
Bristol.
Parker, Wm, Louisa, Rochdale, Lancaster, Woolsorter. Pet Feb 4.
Jackson. Rochdale, Feb 24 at 10. Harris, Rochdale.
Pearce, Edw, Dundry, Somerset, out of business. Pet Feb 4.
Harley. Bristol, Feb 19 at 12. Clifton.
Rimmer, John, Everton, Lpool, out of business. Pet Feb 4. Lpool.
Feb 19 at 11. Barker, Lpool.
Shackley, Edw, Prisoner for Debt, Lancaster. Adj Jan 20. Postle-
whaite. Ulverston, Feb 22 at 10.
Shell, Jas Fras, Clifton, Bristol, of no occupation. Pet Feb 4. Harley.
Bristol, Feb 19 at 12. Ferrin, Runcorn.
Shepherd, Mary, Manch, out of business. Pet Feb 4. Kay. Manch.
Feb 23 at 9.30. Farrington, Manch.
Singleton, Esau, Blackpool, Lancaster, Bricksetter. Pet Feb 5. Lpool.
Feb 24 at 12. Blackburn, Preston.
Smith, John, Grantham, Lincoln, Farmer. Pet Feb 5. Grantham, Feb
23 at 11. Mallin, Grantham.
Smith, Geo Lamlan, Birm, Gas Fitter. Pet Feb 5. Hill. Birm.
Feb 24 at 12. East, Birm.
Smith, John, & Joseph Shepherd, Clay-cross, Darby, Colliery Owners.
Pet Feb 8. Leeds, March 3 at 12. Sugg, Sheffield.
Smithers, John Jeffrey, Bagshot, Surrey, Licensed Victualler. Pet
Feb 4. Gregory. Chertsey, Feb 22 at 11. Geach, Guildford.
Spivey, Barallail Bentley, Gomersal, York, Flannel Manufacturer.
Pet Feb 5. Leeds, Feb 22 at 11. Carliss & Tempest, Leeds.
Steck, Jacob, Weston-super-Mare, Somerset, Builder. Pet Feb 5.
Wilde. Bristol, Feb 19 at 11. Henderson & Salmon, Bristol.
Taylor, Chas Jas, Grimesthorpe, nr Sheffield, Engine Smith. Pet Feb
6. Wake. Sheffield, Feb 24 at 1. Dyson, Sheffield.
Walker, John, York, Woollen Manufacturer. Pet Feb 1. Leeds, Feb
22 at 11. Scholes & Breary, Dewsbury; Bond & Barwick, Leeds.
Warburton, Geo, Manch, General Merchant. Pet Feb 4. Pardell.
Manch, Feb 22 at 12. Storor, Manch.

White, Edwin, Sheffield, Coal Dealer. Pet Feb 4. Wake, Sheffield, Feb 24 at 1. Sugg, Sheffield.
Whithead, John Hunt, Market Rasen, Lincoln, Builder. Pet Feb 3.
Rhodes, Market Rasen, Feb 20 at 4. Haddelsey, Gt Grimsby.

BANKRUPTCIES ANNULLED.

TUESDAY, Feb. 9, 1869.

Barber, Martin Jas, Ewhurst, Sussex, Wheelwright. Feb 1.
Gilbes, Hy Armitage, Marylebone-rd, Marylebone, out of business.
Jan 14.
Taylor, Joseph Manlove, Birkenhead, Chester, Shipbroker. Feb 2.

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A LECTURE on the above subject will be delivered (p.v.) by the Rev. J. RICHARDSON, M.A., of Bury St. Edmunds, on TUESDAY NEXT, February 16th, at ST. JAMES'S HALL, London. The Chair will be taken at 2.30 p.m. by Captain the Hon. FRANCIS MAUR, R.N.

The other Lectures of the Course will be delivered on TUESDAY AFTERNOONS, February 23, March 2, 9, 16, by the Revs. W. F. TAYLOR, LL.D.; E. GARRETT, M.A.; ALBERT C. PRICE, B.A.; J. C. RILE, B.A.

ANNUAL MEETING.

The ANNUAL MEETING of the CHURCH ASSOCIATION will (p.v.) be held in ST. JAMES'S HALL, on WEDNESDAY, the 24th February, at 2.30 p.m., when the Chair will be taken by J. C. COTTELL, Esq.

Tickets may be obtained on application to the Secretaries, at the Office, 14, Buckingham-street, Strand; also of Messrs. Hatchards, 187, Piccadilly; W. Hunt, 23, Holles-street, Cavendish-square; Nielson, 21, Berners-street, Oxford-street; and Seely, 54, Fleet-street.

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JOHN DAY, Deceased.—Pursuant to the Act of Parliament, 22nd & 23rd Victoria, cap. 35, intituled "An Act to further amend the Law of Property, and to relieve Trustees," notice is hereby given that all creditors and other persons having any claims or demands against or affecting the estate of John Day, late of No. 54, Great Percy-street, Clerkenwell, and No. 23, Red Lion-square, both in the county of Middlesex, gentleman, deceased (who died on the 20th day of July, 1888, and whose will was proved on the 12th day of October, 1888, by John Boughton, of the Stock Exchange, in the City of London, stockbroker, and David George Day, of No. 10, Myddleton-square, Clerkenwell, in the county of Middlesex, gentleman, the executors named therein, are hereby required to send in the particulars of their claims to me, the undersigned, on behalf of the said executors, on or before the 22nd day of March next, after which time the said executors will proceed to distribute the assets of the said deceased amongst the parties entitled thereto, having regard only to the claims and demands of which they shall then have had notice; and the said executors will not be liable for the assets, or any part thereof, so distributed to any person, of whose claim they shall not then have had notice.

Dated this 9th day of February, 1889.

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